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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1884.

No. 461.

BAR ASSOCIATION

THE UNION PACIFIC RAILWAY COMPANY, PLAINTIFF IN ERROR,

vs.

THE CITY OF KANSAS.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF MISSOURI.

FILED JANUARY 9, 1883.

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1 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the judges of the circuit court of the United States for the western division of the western district of Missouri, Greeting:

Because in the records and proceedings, and also in the rendition of the judgment of a plea which is in the said circuit court, before you, between The City of Kansas and the Union Pacific Railway Company for the laying out and widening certain streets on which
2 proceedings Kansas City, St. Louis and Chicago Railroad Company, United States Trust Company of New York, Chicago and Alton R. R. Co., The Lawrence and Galveston R. R. Co., James D. Simpson, Isaac P. Simpson, Carrie S. Mills, Fannie I. Battaile, Mary H. Thornton, Catherine Spencer, Paul Spencer, James F. Joy, Kansas City, St. Joseph and Council Bluffs Railroad Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, John R. Bales; Henry Reike, trustee for Edmund Teglmeyer; John McCoy, Margaret J. Woodson; Abram Comingo, trustee for James K. Sheley; Alpha Miner; Charles Demmon, trustee for B. F. Parsons; E. H. Webster, trustee for Charles F. Stanton; Anna M. Costello, The M. E. Church South, of Kansas City, Nathan Scaritt, William Holmes, Leysander R. Moore, Latinas T. Moore, Joseph S. Chick; Drury Underwood and James F. Mister, trustees; John W. Reid, Josiah Ballew, L. K. Thatcher, Burnham K. Drake, John Mahoney, James Kearney, Michael E. Burnett, W. E. Sheffield, George W. Sedgwick, Joseph W. Churns; W. E. Sheffield, T. V. Bryant, trustees for Meade Woodson; Kansas Pacific Railway Company, Hudson E. Bridge, Herman R. Baltzar, William G.
3 Saaks; John P. Devereux, trustee for Adolphus Meier; Carlos S. Greeley, John D. Perry, Stephen M. Edgell; William G. Lewis and Cyrus B. Burnham, for Carlos S. Greeley; William J. Lewis and Cyrus B. Burnham, trustees; Jay Gould, Russell Sage, John A. Stewart, trustees; F. R. Smith, Mrs. M. C. Tibbits, Edward Tibbits, S. K. Little, A. Strand, ——— Stable, Junus Inskup, Ida Watts, C. B. Jackson, Joseph A. Suydam, Joseph F. Bird, Topping S. Reeve, John Doherty, Honora Dexter, Jerome B. Webster, Thodere S. Case; E. P. Nicholson, trustee for Mutual House Building Association; Joseph Le Norman, trustee for R. Robertson; J. C. Sates, W. W. Kendall, Charles H. Carlisle, E. F. Hedges, trustees for Charles D. Lucas, Michael Newgent, John Consadine; Jacob Baum, trustee for Frederick Levey; J. V. C. Karnes, trustee for W. P. Bassett; Dennis Finnican, Thomas Hockett, David Ryne; Bernard Donally, trustee for William Kuse; Peter Roy; Edward M. Wright, trustee for Carrie B. Cheever; L. F. Franklin, trustee for Timothy O'Sullivan; Patrick White, William Harvey; Michael E. Burnett, trustee for William Burnett; James Kearney, Richard Bell, Ferdinand Metzler, Patrick White; J. V. C. Karnes, trustee for
4 L. K. Thatcher, Margaret Armstrong, Bridget Thomas and husband, Samuel A. Thomas, Catharine Reed, David B. Reed, Mary A. Armstrong, Alexander Armstrong, Michael Armstrong, John Armstrong, George Manning, Ann West; C. B.

Platt, trustee for John D. Hackett; Meade Woodson, trustee for L. K. Thacher; J. O. Brinkerhoff, Mary Ann Edgerton, Daniel Edgerton, Carrie E. Meyers; Henry H. Craig, trustee for Adam C. Dyas; William Warner, trustee for R. S. Patterson and William Crockett; Frederich Meyers, Louisa Meyers, Heurich Meyers, Anna Meyers, minor heirs of Carrie C. Meyers, dec'd; The Kansas City Stock Yards Company, W. P. Moores, Jerome B. Webster; Joseph L. Nornam, trustee for Richard Robertson; William Fullerton, Thomas Donnelly, James G. Torrence; Leander J. Talbot, trustee for Thomas Donnelly; James G. Farmer, Silas C. Cheney, Geo. W. Sedgwick; Jerome B. Webster, Joseph L. Norman, trustees for Richard Robertson; E. D. Fisher, George R. Barse, Josephine Landis, Thomas H. Swope, Mary Josephine Owens, Joseph Owens, William J. Smith, George J. Keating, J. W. English, C. C. English; A. Comingo, trustee for J. K. Sherley; *J. W. English; A. Comingo, trustee for J. K. Sheley;* Michael Sullivan, Wm. Costello, trustees for Paul
5 Spencer; Henry Roberts, Thomas Fitzmorris; B. Donnelly, trustee for John Andus; Michael Tierney, B. Donnelly, T. M. Block, P. S. Brown, E. M. Wright, Joseph W. Barkley, Geo. F. Parsons, Deere, Mansur and Company, John Deere, Charles S. Deere, Stephen Velie, Charles S. Greeley, Alvah Mansur, Charles S. Wheeler, Charles H. Oldham, Samuel L. Sawyer, Wm. Chrisman, Anthony Tortise, Mary B. Morgan; C. B. Platt, trustee for Thomas Breslin; J. E. Davis, The Mutual House Building Association, Edward Kelley; Theodore S. Case, trustee for The Mutual House Building Association; J. E. Lockwood and Allen Bowen, Constance Artolff; Gus. O. L. Sauer, trustee for Dick Bros.; Mary B. Sherwood, Wm. McCoy; The Weir Plow Company, of Monmouth, Ill.; James P. Adams, Bryan Durwin, Thomas Sweeney; Joseph G. Torrence, trustee for William Spence; Solon S. Cheney, trustee for Silas C. Cheney; West Kansas City Land Company, The Kansas City, Fort Scott Railroad Company, Francis Bartlett, James K. Blake, Nathaniel Thayer, James P. Adams, Moline Plow Company, Patrick Kenley; A. A. Tomlinson, trustee for Josiah B. Allen; Josiah B. Allen, Josiah M. Fisher, John G. Richardson, Charles Merraim, Martha E.
6 Chase, Anna L. Gable, Louisa Cheney, Volney Cheney, The Missouri Pacific Railway Company, Solon Humphreys, Henry F. Vaile, James Parnett, Rufus J. Lockland, Dwight Durkee, Henry F. Vaile, James D. Fish, National Trust Company of New York, A. A. Murdock; James Bennett and Luther Clark, trustees; E.
7 D. Morgan, and Joseph Seligman were parties, a manifest error hath happened, to the great damage of the said Union Pacific Railway Company, as by its complaint appears. We being willing that the error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you may have the same at Washington on the 29th day of December next, in the said Supreme Court, to be then and there held, that the record

and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

8 Witness the Honorable Morrison R. Waite, Chief Justice of the said Supreme Court, the twenty-ninth day of November, in the year of our Lord one thousand eight hundred and eighty-two.

[SEAL.] H. C. GEISBERG, *Clerk*,
By WARREN WATSON, *D. C.*

UNITED STATES OF AMERICA,
Western Division of the Western District of Missouri, } *ss:*

In obedience to the command of the within writ, I herewith transmit to the Supreme Court of the United States a duly certified transcript of the record and proceedings in the within-entitled case, together with all things concerning the same.

In witness whereof, I hereto subscribe my name and affix the seal of said court, at the city of Kansas, this 20th day of December, A. D. 1882.

[SEAL.] H. C. GEISBERG, *Clerk*,
By WARREN WATSON, *D. C.*

[Endorsed]: The City of Kansas *v.* The Union Pacific Railway Company. Writ of error. Writ allowed Nov. 29, 1882. A. Krekel, judge.

9 The United States of America to the city of Kansas, Greeting:

You are hereby cited and admonished to be and appear at a supreme court of the United States on 29th of December next, at Washington, D. C., pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for western division of the western district of Missouri, wherein the Union Pacific Railway Company is plaintiff in error and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error as in the said writ of error mentioned should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Arnold Krekel, judge of the district court of the United States for the west. div. of west. dist. of Missouri, this 29th day of November, in the year of our Lord one thousand eight hundred and eighty-two.

A. KREKEL, *Judge.*

10 & 11 UNITED STATES OF AMERICA,
Western District of Missouri, } *ss:*

I hereby acknowledge due service of the within citation, this 7th day of December, A. D. 1882.

D. S. TWITCHELL,
Attorney for Defendant in Error.

KANSAS CITY, *Dec.* 6, 1882.

I hereby accept service of the within citation, and agree that the same proceedings may be had as if served by a lawful officer.

[Endorsed:] United States —— court, western district of Missouri. —— *vs.* ——. Citation. Filed ——, 187–. ——, clerk.

12 UNITED STATES OF AMERICA, *sct:*

Pleas and proceedings had before the circuit court of the United States for the western division of the western district of Missouri, in a cause where The City of Kansas is plaintiff, and the Union Pacific Railway Company and others are defendants. At law.

Be it remembered that heretofore, to wit, on the 24th day of May, A. D. 1881, and at the May term of said court, the following proceedings were entered upon the order book of said court, to wit:

CITY OF KANSAS
against
UNION PACIFIC RAILWAY CO. } 357.

This day comes defendant, by its attorneys, Usher, Williams and Monroe, and files transcript of record from the circuit court of Jackson county, Missouri, and enters its appearance by said attorneys, and said cause is ordered to be docketed.

Which said transcript is in the words and figures following, to wit:

STATE OF MISSOURI, } *ss:*
County of Jackson, }

Be it remembered that heretofore, to wit, on the 18th day of March, 1881, there was filed in the office of the clerk of the circuit court of Jackson county aforesaid a transcript of proceedings had before the Hon. C. A. Chase, mayor of the city of Kansas, in the matter of widening Twelfth [street].

Which said transcript is in the words and figures following, to wit:

Pleas and proceedings had by the city of Kansas, in Kaw township, Jackson county, Mo., and continued and held in
13 said city and place hereinafter mentioned, before the Hon. C. A. Chase, mayor of said city, in the matter of widening Twelfth street, under ordinance of the city of Kansas No. 19272.

Be it remembered that on the 19th day of April, A. D. 1880, the common council of the city of Kansas passed ordinance No. 19272, which ordinance is in words and figures as follows:

19272.—An ordinance to amend an ordinance to widen part of Twelfth street.

Be it ordained by the common council of the city of Kansas—Section 1. That Twelfth street from the east line of Turner & Co.'s Addition to Kansas City to the State line between Missouri and

Kansas shall be widened and opened, and that the boundary lines of said street shall be as follows, to wit:

Beginning at the intersection of the centre line of Liberty street with the prolongation eastwardly of the north line of block number one (1), in Depot Addition to the city of Kansas, thence westwardly along the north line of blocks one (1), two (2), three (3), and four (4), in said Depot Addition and the prolongation thereof, to the State line between Missouri and Kansas; thence north along said State line eighty (80) feet; thence north sixty-eight degrees (68°) and parallel with the north line of said blocks one thousand four hundred and forty-one (1,441) feet, to the intersection of the centre line of Liberty street; thence north to the south line of block fifty-two (52), Turner & Co.'s Addition to Kansas City; thence east to the east line of said addition; thence north to the north line of block one (1), in said West Kansas No. 2 Addition to Kansas City; thence
14 west to the centre line of said Liberty street; thence south to beginning. And all private property within such boundaries is hereby taken and condemned for public use as said Twelfth street, and just compensation therefor shall be assessed, collected, and paid according to law.

Section 2. The common council hereby determines and prescribes the limits within which private property shall be deemed benefited by reason of the proposed improvement, mentioned in the preceding section, and be assessed and charged to pay just compensation therefor as follows, to wit: Beginning at the southeast corner of said Turner & Co.'s Addition, thence north three hundred and fifty-five (355) feet to the south line of Tenth street; thence west along the south line of Tenth street to the west line of said Turner & Co.'s Addition; thence southwardly, parallel with Twelfth street, to the State line between Missouri and Kansas; thence south along the State line to the southwest corner of lot eleven (11), block four (4), in Depot Addition to Kansas City; thence northeastwardly, and parallel with said Twelfth street, to the west line of Liberty street; thence southeastwardly to the southwest corner of block four (4), West Kansas Addition No. 2; thence east along the north line of Thirteenth street to the east line of said West Kansas No. 2 Addition; thence north along the east line of said addition to the place of beginning.

Section 3. That the sum of one hundred and fifty dollars be, and the same is hereby, appropriated out of the general fund to pay the costs and expenses of the proceedings necessary to condemn the private property so to be taken, and a part of such sum as may be assessed against the city of Kansas, benefits to the city of Kansas and public generally by reason of widening of said street.

15 All ordinances or parts of ordinances that are in conflict with this ordinance be, and the same are hereby, repealed.

Approved, April 22nd, 1880.

[SEAL.] C. A. CHASE, *Mayor.*

Attest: W. E. BENSON, *City Clerk.*

I hereby certify that there are sufficient funds heretofore unappropriated in the city treasury to the credit of the street and alley department to meet the requirements of the within ordinance.

HENRY C. KUMPF, *Comptroller.*

After the passage and approval of said ordinance the city engineer of said city made out and delivered to the mayor of said city a statement by map and plat as follows, to wit:

Here plat attached hereto.

(Here follows diagram, marked p. 15.)

Afterwards on the 14th day of August, A. D. 1880, the mayor of said city made the following order, to wit:

OFFICE OF THE MAYOR,
CITY OF KANSAS, MO., *August* 14, 1880.

I, C. A. Chase, mayor of the city of Kansas, Kaw township, Jackson county, Missouri, do hereby order the empanelling of a jury to ascertain the compensation for private property taken for the purpose specified in ordinance of the city of Kansas No. 19272, entitled "An ordinance to amend an ordinance to widen a part of Twelfth street," approved April 22, 1880, and to make assessments to pay the same. This jury shall be assembled at the council chamber in the old court-house, on the southeast corner of Fourth and Main streets in said city, on Saturday, the 25th day of September, A. D. 1880.

And I do by this order appoint the day and place last above-
16 named for empanelling said jury.

V. D. CALLAHAN, *City Clerk.*
C. A. CHASE, *Mayor.*

Afterwards on the 23rd day of August, A. D. 1880, the city clerk of said city of Kansas issued a notice under his hand and the seal of said city in words and figures as follows, to wit:

THE STATE OF MISSOURI, }
County of Jackson, the City of Kansas, } *ss:*

Hodson E. Bridge; John P. Devereux, trustee for Adolphus Meier, Carlos S. Greely, John D. Perry and Stephen M. Edgell; Adolphus Meier, Carlos S. Greeley, John D. Perry, Stephen M. Edgell; Wm. J. Lewis and Cyrus B. Burnham, trustees; Jay Gould; Russell Sage, John A. Stewart, trustees; Herman R. Baltzar, Wm. G. Saaks, Burnham K. Drake, John Mahoney, James Kearney, Michael E. Burnett, Wm. E. Sheffield, Catharine Spencer, Paul Spencer, John McCoy, Geo. W. Sedgwick, Jos. W. Churns; T. V. Bryant, trustee for Meade Woodson; Meade Woodson, Julia Heald, John S. Heald, John R. Bates; Henry Reike, trustee for Edmund Fegtmeyer; Abram Comingo, trustee for James K. Sheeley; James K. Sheley, Margaret J. Woodson, Samuel H. Woodson, Alpha Muier, Jos. Muier; Chas. Demmon, trustee for B. T. Parsons; B. T. Parsons; Edward H. Webster, trustee for Charles F. Stanton; Charles F. Stanton, Anna M. Castello, W. P. Castello, James F. Joy; also Nathan Scarritt, Wm. Holmes, Lysander R. Moore, Latina T. Moore, Jos. S. Chick; Drury

Underwood and James F. Mister, trustees of M. E. Church South, of Kansas City; Jno. W. Reid, James T. Joy, Josiah B. Allen, L. K. Thacher, James D. Simpson, Isaac P. Simpson, Carrie S. Mills, John A. Mills, Fannie I. Battaile, W. T. Battaile, Mary H. Thornton, James T. Thornton, Kansas City, St. Joseph and Council
17 Bluffs Railroad Company, Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Chas. Merriam, Kansas City, St. Louis and Chicago Railroad Company, United States Trust Company of New York, Chicago and Alton Railroad Company, Kansas City, Lawrence and Southern Railroad Company:

Will take notice that your property will be taken for the purpose specified in the ordinance of the city of Kansas No. 19272, entitled "An ordinance to amend an ordinance to widen a part of Twelfth street," approved April 22, 1880, and that a jury will be empaneled to ascertain the compensation therefor on the 25th day of September, A. D. 1880, at ten o'clock in the forenoon, at the council chamber in the old court-house, on the southeast corner of Main and Fourth streets.

Issued under the hand of the city clerk and the seal of the city of Kansas aforesaid this 23rd day of August, A. D. 1880.

[SEAL.] V. D. CALLAHAN,
City Clerk of the City of Kansas.

On the foregoing notice the following return was made by Thomas M. Bell, policeman of the city of Kansas:

I, Thomas M. Bell, policeman of the city of Kansas, Jackson county, Missouri, hereby certify that I served the notice hereto attached on the following-named parties by delivering a copy of said notice to each of said following parties in said city of Kansas on the dates hereinafter set forth, to wit: B. T. Parsons; E. H. Webster, trustee for Chas. F. Stanton; Anna M. Castello: Chas. Demmon, trustee for B. T. Parsons; Samuel H. Woodson, Alpha Miner, Wm. E. Sheffield, Meade Woodson, J. S. Chick, Wm. Holmes, L. R. Moore, Latinas T. Moore; Drury Underwood; and James F. Mister, trustees for M. E. Church South, of Kansas City; John McCoy, Catharine Spencer, and Julia Heald on August 28, 1880. Chicago and
18 Alton Railroad Company served by delivering a copy of said notice to W. E. Bridges, agent of said company, in charge of the business office of said company, the president and other chief officer of said company being absent from the city and county; Kansas City, St. Louis and Chicago Railroad Company, by delivering a copy of said notice to W. E. Bridges, agent of said company, in charge of a business office of said company, the president and other chief officer of said company being absent from the county and city. Kansas City, St. Joseph and Council Bluffs Railroad Company served by delivering a copy of said notice to J. R. Hardy, agent of said company, in charge of a business office of said company, the president and other chief officer being absent from the city and county, on August 30th, 1880; George W. Sedgewick on Sept. 1, 1880. Lawrence and Galveston Railroad Company served by delivering a copy of said notice to L. A. Towne, superintendent of said company

at Kansas City, and agent of said company, in charge of a business office of said company, the president and other chief officer being absent from the city and county, on Sept. 4, 1880.

I further certify that I served the notice hereto attached on each of the following parties by leaving a copy of said notice at the usual place of abode of each of said parties with a member of the family over the age of fifteen. Done in the city of Kansas on the following dates, to wit:

John Mahoney, Paul Spencer, John S. Heald, and Joseph Muier, on Aug. 28th, 1880; John W. Reid; Henry Reike, trustee for Edmund Fegtmeyer; James Kearney, Michael E. Burnett, and Burnham K. Drake, on August 30th, 1880; Joseph W. Churns
19 and W. P. Castello on Sept. 11, 1880; and I hereby certify that service of the notice hereto attached cannot be made on the following-named parties within the limits of the said city of Kansas, to wit:

Hudson E. Bridge; John P. Devereux, trustee for Adolphus Meier, Carlos S. Greeley, John D. Perry, and Stephen M. Edgell; Adolphus Meier, Carlos S. Greeley, John D. Perry, Stephen M. Edgell; Wm. J. Lewis and Cyrus B. Burnham, trustees for Carlos S. Greeley; Wm. J. Lewis and Cyrus B. Burnham, trustees for Jay Gould; Russell Sage; John A. Stewart, trustee; Herman R. Baltzar, Wm. G. Saaks; T. V. Bryant, trustee for Meade Woodson; Edward Fegtmeyer; Abram Comingo, trustee for James K. Sheley; James K. Sheley, Margaret J. Woodson, Charles F. Stanton; Nathan Scarritt, trustee for M. E. Church South, of Kansas City; James F. Joy, Josiah B. Allen, L. K. Thacher, James D. Simpson, Isaac P. Simpson, Carrie S. Mills, John A. Mills, Fannie I. Battaile, W. P. Battaile, Mary H. Thornton, James T. Thornton, Nathaniel Thayer, Josiah M. Fisk, John C. Richardson, Charles Merriam, and the United States Trust Company of New York.

This the 16th day of September, 1880.

THOS. M. BELL,
Policeman of the City of Kansas.

And on the said 23rd day of August, A. D. 1880, the city clerk of said city issued a notice under his hand and the seal of said city in words and figures as follows, to wit:

THE STATE OF MISSOURI, } ss:
County of Jackson, the City of Kansas, }

Alex. Armstrong, John Armstrong, Josiah B. Allen, James P. Adams, J. J. Ammen, John Anders, Mary A. Armstrong, Alexander Armstrong, Michael Armstrong;

Hudson E. Bridge; Wm. J. Lewis and Cyrus B. Burnham, trustees for Carlos S. Greeley; Herman R. Baltzar, J. O. Brinkerhoff, Richard Bell; M. E. Burnett, trustee for Wm. Burnett; Wm. Burnett, W. P. Bassett; Jacob Baum, trustee for Frederick Levy;
20 Jos. T. Bird, Geo. R. Barse, Allen Brown, Thomas Breslin, Fannie I. Battaile, W. P. Battaile, F. M. Black, P. S. Brown, Joseph W. Barkley, Francis Bartlett, James H. Blake;

Luther C. Clark; H. H. Craig, trustee for Adam C. Dyas; William Crockett, Carrie B. Cheever, Daniel H. Considine, John Considine, Charles H. Carlisle; Theo. S. Case and E. P. Nicholson, trustee for Mutual House Building Association; Silas C. Cheney; Solan L. Cheney, trustee for Silas C. Cheney; A. Comingo, trustee for James K. Sheley; Theo. S. Case, trustee for Mutual House Building Association; William Castello, trustee for Paul Spencer; William Chrisman, Chicago and Alton Railroad Company, Louisa Cheney, Volney Cheney, Martha E. Chase, Charles A. Chase;

Dwight Ducker; John P. Devereux, trustee for Adolphus Meier, Carlos S. Greeley, John D. Perry, and Stephen M. Edgell; Adam C. Dyas; Bernard Donnelly, trustee for William Keese; Honora Dexter, John Doherty, Thomas Donnelly, Bryan Durnin, Dick Bros, E. J. Davis, Bernard Donnelly, trustee for John Anders; B. Donnelly, Deere, Mansur & Co., John Deere, Charles H. Deere;

Stephen M. Edgell, Mary Ann Edgerton, Dan'l Edgerton, J. W. English, and C. C. English;

James D. Fish, L. F. Franklin, trustee for Timothy O'Sullivan; Dennis Finuncane, Wm. Fullerton, E. D. Fisher, Thomas Fitzmorris, Anthony Fortin, Josiah M. Fiske;

Carlos S. Greeley, Jay Gould, J. C. Gates, and Ann L. Gruble;

Solan Humphreys, John D. Hackett, William Harvey, Thomas Hackett, E. F. Hedges, trustee for Chas. D. Lucas,

James F. Joy, County of Jackson;

Kansas City Elevator Company, Kansas City Stock Yards Company, J. V. C. Karnes, trustee for L. K. Thacher; James Kearney, William Keese, J. V. C. Karnes, trustee for W. P. Bassett; W.
21 W. Kendall, Patrick Kirby, George J. Keating, Edward Kelly, Kansas City, St. Louis and Chicago Railroad Company, Kansas City, St. Joseph and Council Bluffs Railroad Company, Kansas City, Fort Scott and Gulf Railroad Company, Kansas City, Lawrence and Southern Railroad Company, Kansas Pacific Railroad Company;

Rufus J. Lackland, Wm. J. Lewis, and Cyrus B. Burnham, trustees; Frederick Levy, Charles D. Lucas, J. E. Lockwood, The Lawrence and Galveston Railroad Company, Leavenworth, Lawrence and Galveston Railroad Company;

Missouri Pacific Railroad Company, U. A. Murdock, E. D. Morgan, Adolphus Meier, Frederick Meyers, Louisa Myers, Frederick Meyers, Henrich Myers, Anna Myers, Margaret Manning, George Manning, Ferdinand Metzler, Mutual House-Building Association, W. P. Moores, John McCoy, Charles Meyer, Mary B. Morgan, J. S. Morgan, Wm. McCoy, Moline Plow Company, Carrie S. Mills, John A. Mills, Alva Mansur, Chas. Merriam;

National Trust Company of New York, Michael Nugent, J. L. Norman, trustee for R. Robertson;

Timothy O'Sullivan, Constance Ortloff, Gustave Ortloff, Mary Josephine Owens, Charles H. Oldham, Joseph Owens;

James Pummett, John D. Perry, R. S. Patterson, C. B. Platt, trustee for John D. Hackett; C. B. Platt, trustee for Thomas Breslin; Geo. T. Parsons;

Peter Roy, David Ryers, R. Robertson, Tapping S. Reeve, John W. Reid, Henry Roberts, John G. Richardson, Catharine Reid, and husband David B. Reed;

Joseph Seligman, Russell Sage, John A. Stewart, tsrutee; Wm. Y. Saaks, Geo. W. Sedgwick, Jos. A. Snydam, Catharine Spencer, Paul Spencer, Anton Staunn, Thomas Sweeney, Thomas H. Swape, J. K. Sheley, Wm. J. Smith, G. O. L. Sauer, trustee for Dick Bros.; Mary B. Sherwood, L. H. Sherwood, Michael Sullivan, James D. Simpson, Isaac R. Simpson, S. L. Sawyer, Wm. B. Spence;

22 L. K. Thacher, James G. Torrence, Leander J. Talbott, trustee for Thos. Donnelly; J. G. Torrence, trustee for W. B. Spence; A. A. Tomlinson, trustee for Josiah B. Allen; Mary H. Thornton, Michael Tierney, Nathaniel Thayer, Bridget Thomas and husband Samuel A. Thomas;

United States Trust Company of New York, Union Pacific Railway Company, Kansas division;

Henry F. Vaile, Stephen H. Velie;

William Warner, trustee for R. S. Patterson and Wm. Crockett; Ann West, Meade Woodson, trustee for L. K. Thacher; Patrick White, E. M. Wright, trustee for Carrie B. Cheever; Jerome B. Webster, West Kansas City Land Company, Weir Plow Company of Monmouth, Ill's, E. M. Wright, Charles S. Wheeler, David W. Wells:

Will take notice that your property has be[en] assessed to compensate for the taking of private property for the purpose specified in the ordinance of the city of Kansas, No. 19272, entitled "An ordinance to amend an ordinance to widen a part of Twelfth street," approved April 22d, 1880, and that a jury will be empannelled to make such assessment on the 25th day of September, A. D. 1880, at 10 o'clock in the forenoon, at the council chamber, in the old court-house, on the southeast corner of Main and Fourth streets.

Issued under the hand of the city clerk and the seal of the city of Kansas aforesaid, this 23d day of August, A. D. 1880.

[SEAL.] V. D. CALLAHAN,
City Clerk of the City of Kansas.

On the foregoing notice the following return was made by Thomas M. Bell, a policeman of the city of Kansas:

I, Thomas M. Bell, policeman of the city of Kansas, Jackson county, Missouri, hereby certify that I served the notice hereto
23 attached on the following-named parties by delivering a copy of said notice to each of said parties in said city of Kansas, on the dates hereinafter set forth, to wit, Joseph A. Snydam, C. B. Platt, trustee for John D. Hackett; C. B. Platt, trustee for Thomas Breslin, Theodore S. Case; Theodore S. Case, trustee for Mutual House Building Association; L. F. Franklin, trustee for Timothy O'Sullivan; A. A. Tomlinson, trustee for Josiah B. Allen; Francis M. Black, P. S. Brown, L. J. Talbott, trustee for Thomas Donnelly; Joseph T. Bird, R. S. Patterson, W. P. Moores, Bernard Donnelly, trustees for William Keese; Bernard Donnelly, trustee for John Anders; Bernard Donnelly, J. V. C. Karnes, trustees for

L. K. Thacher; J. V. C. Karnes, trustee for W. P. Bassett; G. O. L. Sauer, trustee for Dick Bros.; John McCoy, William Burnett, C. C. English, Alexander Armstrong, Wm. B. Spence, Catharine Spencer, Peter Roy, and George J. Keating, August 28th, 1880.

Kansas City Stock Yards Company served by delivering a copy of said notice to C. F. Morse, superintendent at, and in charge of, a business office of said company, the president and other chief officer being absent from the city and county; Joseph L. Norman, trustee for R. Roberson; Tapping S. Reese, Mary Ann Edgerton, Thomas Hackett, Charles D. Lucas; H. H. Craig, trustee for Adam C. Dyas; Thomas Fitzmorris, John D. Hackett, John Armstrong, Margaret Manning, Patrick White, Michael Nugent, Dennis Finuncane, Edward Kelly, John Doherty, Constance Ortloff, Carrie B. Cheever, and Patrick Kirby, on August 30th, 1880. J. S. Morgan, William Warner, trustees for R. S. Patterson and William Crockett; Meade Woodson, trustee for L. K. Thacher. Chicago and Alton Railroad Company served by delivering a copy of said notice to W. E. Bridges, agent of a business office of said company, the president and other chief officers being absent from the city and county.

Kansas City, St. Louis and Chicago Railroad Company served
24 by delivering a copy of said notice to W. E. Bridges, agent for said company, at and in charge of a business office of said company, the president and other chief officer being absent from the city and county. William J. Smith, Kansas city, St. Joseph and Council Bluffs Railroad Company, by delivering a copy of said notice to J. R. Hardy, agent, at and in charge of a business office of said company, the president and other chief officer being absent from the city and county. Moline Plow Company, by delivering a copy of said notice to J. C. Mickle, agent at and in charge of a business office of said company, the president and other chief officer being absent from the city and county. Weir Plow Company, of Monmouth, Illinois, served by delivering a copy of said notice to G. W. Root, agent at and in charge of a business office of said company, the president and chief officer being absent from the city and county, and Ame. West, on August 31st, 1881. Union Pacific Railroad Company, Kansas division, served by delivering a copy of said notice to J. O. Brinkerhoff, superintendent of said county, at Kansas City, and agent in charge of and at a business office of said company, the president and other chief officer being absent from the city and county. George W. Sedgwick, E. D. Fisher, R. Robertson, and E. J. Davis, on Sept. 1st, 1880. J. O. Brinkerhoff, on Sept. 2, 1880. Bryan Durnin, on September 3d, 1880. E. M. Wright, E. M. Wright, trustee for Carrie B. Cheever; W. W. Kendall, Lawrence and Galveston Railroad Company, by delivering a copy of said notice to L. W. Towne, superintendent of said company, at Kansas City, and agent at and in charge of a busines office of said company, the president and other chief officer of said company being absent from the city and county. Kansas City, Fort Scott and Gulf Railroad Company, served by delivering a copy of
said notice to L. W. Towne, superintendent of said com-
25 pany, and agent at and in charge of a business office of said company, the president and other chief officer being

absent from the city and county. Kansas City, Lawrence and Southern Railroad Company served by delivering a copy of said notice of L. W. Towne, superintendent of said company at Kansas City, and agent at and in charge of a business office of said company, the president and other chief officer being absent from the city and county, on Sept. 4, 1880. Honora Dexter, on Sept. 8th, 1880. Mutual House Building Association served by delivering a copy of the notice to J. W. Dunlap, secretary, in charge of a business office of said company, the president and other chief officer being absent from the city and county, on Sept. 9th, 1880. Charles A. Chase and Martha E. Chase, on Sept. 13th, 1880. Kansas City Elevator Company served on J. S. Chick, president, on Sept. 15th, 1880. E. F. Hedges, trustee for Chas. D. Lucas and William Keese, on Sept. 17, 1880. I further certify that I served the notice hereto attached on the following-named parties by leaving a copy of said notice at the usual place of abode of said parties with a member of the family of each of said parties over the age of fifteen years. Done in the city of Kansas on the following dates, to wit: Michael Sullivan, Thomas Sweeney, and Paul Spencer, on August 28th, 1880. John W. Reid; William Castello, trustee for Paul Spencer; Charles H. Carlisle, John Considine, James Kearney, George Manning; M. E. Burnett, trustee for William Burnett; Daniel H. Consodine, Gustave Ortloff, J. E. Lockwood, on August 30, 1880. West Kansas City Land Company served on E. H. Allen, agent of said company, in charge of a business office of said company, the president and other chief officer being absent from the city and county. J. W. English, Jerome B. Webster, Mary
26 B. Morgan, Michael Turney, John C. Gates, on Sept. 1, 1880. County of Jackson, served on Daniel Frink, county judge, Chas. S. Wheeler, Kansas Pacific Railroad Company, served on Sil. Smith, superintendent of said company, at Kansas City, and agent of said company in charge of the business office of said company, the president and other chief officer of said company being absent from said city and county, on the 13th of Sept., 1880.

This Sept. 16th, 1880. THOS. M. BELL,
Policeman of the City of Kansas.

I, Thomas M. Bell, policeman of the city of Kansas, Jackson county, Missouri, hereby certify that the notice hereto attached cannot be served on the following-named parties within the limits of the city of Kansas, to wit: Josiah B. Allen, James P. Adams, J. J. Ammen, John Anders, Mary V. Armstrong, Hudson E. Bridge, William J. Lewis; and Cyrus B. Burnham, trustee for Charles S. Greeley; Herman R. Baltzar, Richard Bell, W. P. Bassett; Jacob Brown, trustee for Frederick Levy; Allan Brown, Thomas Breslin, Fannie I. Battaile, W. P. Battaile, Joseph W. Barkley, Francis Bartlett, James H. Blake, Luther C. Clark, William Crockett; E. P. Nicholson, trustee for Mutual House Building Association; Silas C. Cheney; Solan L. Cheney, trustee for Silas C. Cheney; A. Comingo, trustee for J. K. Sheley; William Chrisman, Louisa Cheney, Volney Cheney, Dwight Ducker; John P. Devereux, trustee for Adolphus Meier;

Carlos S. Greeley, John D. Perry, and Stephen M. Edgell, Adam C. Dyas, Thomas Donnelly, Deere, Mansur & Co., John Deere, Charles H. Deere, Stephen M. Edgell, Daniel Edgerton, James D. Fisk, William Fullerton, Anthony Fortin, Josiah M. Fisk, Carlos S. Greeley, Jay Gould, Ann L. Grable, Solon Humphrey, Wm. Harvey, James F. Joy, Rufus J. Lackland; William J. Lewis; and Cyrus B. Burnham, trustees, Frederick Levy, Missouri Pacific Railway Com-
27 pany, W. A. Murdick, E. D. Morgan, Adolphus Meier, Frederick Meyer, Louisa Meyers, Frederick Meyers, Henrick Meyers, Anna Meyers, Ferdinand Metzler, Charles Meyer, William McCoy, Carrie S. Mills, John A. Mills, Alva Mansur, Charles Merriam, National Trust Company of New York, Timothy O'Sullivan, Mary Josephine Owens, Joseph Owens, Charles H. Oldham, James Burnett, John D. Perry, George T. Parsons, David Ryers, Henry Roberts, John G. Richardson, Catharine Reed and husband, David B. Reed, Joseph Seligman, Russell Sage; John Stewart, trustee; William G. Saaks, Anton Stama, Thomas H. Swope, J. K. Sheley, Mary B. Sherwood, L. H. Sherwood, James D. Simpson, Isaac P. Simpson, S. L. Sawyer, L. K. Thacher, James G. Torrence; J. G. Torrence, trustee for Wm. B. Spence; Mary H. Thornton, James T. Thornton, Nathaniel Thayer, Bridgett Thomas and husband, Samuel A. Thomas, United States Trust Company of New York, Henry T. Vaile, Stephen H. Velie, David W. Wells.

This the 16th day of September, 1880.

THOMAS M. BELL,
Policeman of the City of Kansas.

Afterwards, on the 25th day of September, A. D. 1880, the mayor of said city made the following order:

COUNCIL CHAMBER, 10 A. M.,
CITY OF KANSAS, MO., *Sept.* 25, 1880.

In the matter of the proceedings to ascertain and assess just compensation for private property taken for public use for the purpose specified in the ordinance of the city of Kansas No. 19272, entitled "An ordinance to amend an ordinance to widen a part of Twelfth street," approved April 22, 1880, the notice to owners of property whose property is to be taken according to and for the purposes specified in said ordinance, issued under the order herein
28 made on August 14, 1880, being returned by Thomas M. Bell, a policeman of said city, duly served more than six days before this day on each of the persons named in said notice, except Hudson E. Bridge; John P. Devereux, trustee for Adolphus Meier; Carlos S. Greeley, John D. Perry, Stephen M. Edgell; Wm. J. Lewis and Cyrus B. Burnham, trustees for Carlos S. Greeley; Wm. J. Lewis and Cyrus B. Burnham, trustees; Jay Gould, Russell Sage; John A. Stewart, trustee; Herman R. Baltzar, Wm. G. Saaks; T. V. Bryant, trustee for Meade Woodson; John R. Balis, Edmund Fegtmeyer; Abram Comingo, trustee for James K. Sheley; James K. Sheley, Margaret J. Woodson, Charles F. Stanton, James F. Jay; also Nathan Scarritt, trustee for M. E. Church South, of Kansas City; James F.

Joy, Josiah B. Allen, L. K. Thacher, James D. Simpson, Isaac P. Simpson, Carrie S. Mills, John A. Mills, Fannie I. Battaile, W. P. Battaile, Mary H. Thornton, James T. Thornton, Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Chas. Merriam, United States Trust Company; the notice to owners of property whose property is to be assessed to pay compensation for private property taken for said purpose, issued under the order herein made on said August 14, 1880, being returned by said policeman, duly served more — six days before this day on each of the persons mentioned in such notice, except Josiah B. Allen, James P. Adams, J. J. Ammen, John Anders, Mary A. Armstrong, Alexander Armstrong, Michael Armstrong;

Hudson E. Bridge; Wm. J. Lewis and Cyrus B. Burnham, trustees for Carlos S. Greeley; Herman R. Baltzar, Richard Bell, W. P. Bassett; Jacob Baum, trustee for Frederick Levy; Jos. T. Bird, Geo. R. Barse, Allen Brown, Thomas Breslin, Fannie I. Battaile, W. P. Battaile, Joseph W. Barkley, Francis Bartlett, James H. Blake;

Luther Clarke, William Crockett; Theo. S. Case and E. P. Nicholson, trustees for Mutual House Building Association; Silas
29 C. Cheney; Solan L. Cheney, trustee for Silas C. Cheney; A. Comingo, trustee for James K. Sheley; William Chrisman, Louisa Cheney, Volney Cheney;

Dwight Ducker; John P. Devereux, trustee for Adolphus Meier; Carlos S. Greeley, John D. Perry, and Stephen M. Edgell, Adams C. Dyas, Thomas Donnelly, Dick Bros., E. J. Davis, Deere, Mansur, & Co., John Deere, Charles H. Deere;

Stephen M. Edgell, Daniel Edgerton;

James D. Fish, Wm. Fullerton, Anthony Fortin, Josiah M. Fiske;

Carlos S. Greeley, Jay Gould, Ann L. Grabble;

Solon Humphrey, William Harvey;

James T. Joy;

Rufus J. Lackland, William J. Lewis, and Cyrus B. Burnham trustees, Frederick Levy;

Missouri Pacific Railroad Company, U. A. Murdock, E. D. Morgan, Adolphus Meier, Frederick Meyers, Louisa Meyers, Frederick Meyers, Henrick Meyers, Anna Meyers, Ferdinand Metzler, John McCoy, Charles Meyer, Wm. McCoy, Carrie S. Mills, John A. Mills, Alvah Mansur, Chas. Merriam;

National Trust Company of New York;

Timothy O'Sullivan, Mary Josephine Owens, Joseph Owens, Charles H. Oldham;

James Punnett, John D. Perry, Geo. T. Parsons;

David Ryers, Henry Roberts, John G. Richardson, Catharine Reed and husband David B. Reed;

Joseph Seligman, Russell Sage; John A. Stewart, trustee; Wm. G. Saaks, Anton Stamm, Thomas H. Swope, J. K. Sheley, Mary B. Sherwood, L. H. Sherwood James D. Simpson, Isaac P. Simpson, S. L. Sawyer;

L. K. Thacher, James G. Torrence; J. G. Torrence trustee for W. B. Spence; Mary H. Thornton, James T. Thornton, Nathaniel Thayer, Bridget Thomas and husband Sam'l A. Thomas;
30 United States Trust Company of New York, Henry F. Vaile, Stephen H. Velie, David W. Wells.

And said returns stating that service of such notice cannot be made on any of the persons so not served within the limits of the city of Kansas, Missouri, it is therefore now by the mayor ordered that new notices be issued for T. V. Bryant, trustee for Meade Woodson, and for the Missouri Pacific Railroad Company, and also for John Lloyd, F. R. Smith, A. Stamm, Mrs. Tibbetts, Ed. Tibbetts, S. H. Little, Ida Matts, Mrs. Staple, Jos. Miner, James Inskeep, and C. B. Jackson, to be delivered to the policeman for personal service, and returned Nov. 8, 1880, at the council chamber aforesaid, and that *alias* notices for the others of said persons so not served be issued returnable to same date, and published for four weeks before said last mentioned day in the daily newspaper doing the city printing, and the matter and all proceedings herein are continued until said date at the council chamber aforesaid.

C. A. CHASE, *Mayor.*

Afterwards, on the 14th day of October, A. D. 1880, the city clerk of said city of Kansas issued a notice under his hand and seal of said city, in words and figures as follows, to wit:

THE STATE OF MISSOURI, *the County of Jackson, the City of Kansas:*

F. V. Bryant, trustee for Meade Woodson, Missouri Pacific Railroad Company, John Lloyd, F. R. Smith, A. Strand, Mrs. Tibbitts, Ed. Tibbitts, S. H. Little, Ida Matts, Mr. Staples, Joseph Minor, James Inskeep, C. B. Jackson, will take notice that your
31 property will be taken for the purpose specified in the ordinance of the city of Kansas, No. 19272, entitled "An ordinance to amend an ordinance to widen a part of Twelfth street," approved April 22, 1880, and that a jury will be empannelled to ascertain the compensation therefor on the 8th day of November, A. D. 1880, at ten of the clock in the forenoon, at the council chamber in the old court-house, on the southeast corner of Main and Fourth streets.

Issued under the hand of the city clerk and the seal of the city of Kansas aforesaid, this 14th day of October, A. D. 1880.

V. D. CALLAHAN, [SEAL.]
City Clerk of the City of Kansas.

On the foregoing notice the following return was made by Thomas M. Bell, policeman of the city of Kansas:

I, Thomas M. Bell, policeman of the city of Kansas, Mo., hereby certify that service of the notice hereto attached was made on the following-named parties by delivering a copy of said notice to each of said following parties on the following dates, to wit: T. V. Bryant, trustee for Meade Woodson, on Oct. 16, 1880; R. M. Smith, Missouri Pacific Railway Company, served on C. L. Danham, superintendent; F. R. Smith, on Oct. 16th, 1880. This Oct. 16th, 1880.

THOS. M. BELL,
Policeman of the City of Kansas.

I, Thomas M. Bell, policeman of the city of Kansas, Mo., hereby certify that the service of the notice hereto attached was made on

the following-named parties by leaving a copy of said notice at the usual place of abode of each of said following parties over the age of fifteen years; done on the following dates, to wit: A. Strand,
32 Mrs. Tibbitts, Ed. Tibbitts, S. H. Little, Jos. Minor, John Lloyd, and James Inskeep, on Oct. 15th, 1880. This Oct. 16th, 1880.

THOS. M. BELL,
Policeman of the City of Kansas.

I, Thomas M. Bell, policeman of the city of Kansas, hereby certify that service of the notice hereto attached cannot be made on the following-named parties within the limits of the city of Kansas, Mo., to wit: Ida Matts, Mr. Staple, and C. B. Jackson. This Oct. 16th, 1880.

THOS. M. BELL,
Policeman of the City of Kansas.

Afterwards on the 6th day of November, 1880, the mayor of said city issued the following summons:

OFFICE OF THE MAYOR,
KANSAS CITY, MO., *November* 6, 1880.

THOMAS M. SPEERS, *Chief of Police:*

You are hereby commanded to summon six disinterested freeholders of the city of Kansas to appear at the council chamber in the old court-house in the city of Kansas, on the southeast corner of Main and Fourth streets, to serve as jurors in the matter of the condemnation of private property, under ordinance of the city of Kansas No. 19272, entitled "An ordinance to amend an ordinance to widen a part of Twelfth street," approved April 22nd, 1880. Said jury shall assemble at ten of the clock in the forenoon of Monday, the 8th day of November, A. D. 1880.

C. A. CHASE, *Mayor.*

On the foregoing summons the following return was made by Thomas M. Speers, chief of police of the city of Kansas:

Executed the within *venire* by summoning the following-
33 named persons to act as jurors in the matter of the condemnation of private property for public use, under ordinance 19272. Names of jurors: Wm. Weston, Joseph Haag, L. Hammerslough, D. H. Porter, Richard Everingham, and James Hewson.

Done in Kansas City, Jackson county, Mo., the 8th day of Nov., 1880.

THOS. M. SPEERS,
Chief of Police.

CITY OF KANSAS, MO., *Nov. 8th*, 1880.
COUNCIL CHAMBER, 10 A. M.

In the matter of the proceedings to ascertain and assess just compensation for private property taken for public use for the purpose specified in the ordinance of the city of Kansas number 19272, entitled "An ordinance to amend an ordinance to widen a part of Twelfth street," approved April 22, 1880.

Now at this day comes L. Hammerslough, Jos. Haag, Wm. Wes-

ton, Rich'd Everingham, D. H. Porter, and James Hewson, the jurymen summoned herein, and it appearing to the court that they are all competent and duly qualified and disinterested freeholders of the city of Kansas, as they were duly empannelled a jury herein, and duly sworn according to law and ordinance under which these proceedings are carried on, such jury being empannelled in the council chamber where the meetings of the common council are held, in the old court-house, on the southeast corner of Main and Fourth streets, whereupon appeared the city of Kansas, by the city counsellor, and files herein the affidavits of John C. Shea, a member of the Mail Publishing Company, and H. J. Lampe, a member of the Post and Tribune, accompanied with copies of the notices to be published under the order herein made, on September 25th, 1880, showing publication in the English and German news-
34 papers for four weeks preceding September 1st, 1880, said affidavits being in words and figures as follows, to wit:

Affidavit of Publication.

John C. Shea, of the city of Kansas, Mo., of lawful age, being duly sworn, says: He is business manager and a member of the Mail Publishing Company, proprietors and publishers of the Kansas City Mail, a newspaper published daily (except Sundays) and weekly in the city of Kansas, Jackson county, Mo., and that the notices of V. D. Callahan, city clerk of the city of Kansas, to owners of property that their property will be taken, and to owners of property that their property will be assessed for purposes specified in ordinance of the city of Kansas, No. 19272, entitled "An ordinance to amend an ordinance to widen a part of 12th street," approved April 22, 1880, a true copy of which is hereby attached, was duly published in the daily edition of said newspaper for four weeks before the date of empannelling a jury.

JOHN C. SHEA.

Subscribed and sworn to before me, this 8th day of November, 1880, and I certify that I was duly qualified as a notary public, June 3d, 1880.

[SEAL.] GEORGE F. PORTER.

DER STAAT MISSOURI, } ss:
Jackson County, Stadt Kansas, }

Hudson E. Bridge, John P. Devereux, Trustee für Adolphus Meier, Carlor S. Greely, John D. Perry, and Stephen M. Edgell, Adolphus Meier, Carlos S. Greeley, John D. Perry, Stephen M. Edgell; Wm. J. Lewis und Cyrus B. Burnham, Trustee füer Carlos S. Greely; Wm. J. Lewis und Cyrus B. Burnham, Trustees; Jay Gould, Russell Sage; John A. Stewart, Trustee; Herman R. Baltzar, Wm. G. Saaks, John R. Balis, Edmund Fegtmeyer, Abram Comingo, trustee füer James K. Sheley, Margaret J. Woodson, Charles J. Stanton,
35 James F. Joy, ebenso Nathan Scarritt, Trustees der süedliche M. E. Kirche von Kansas City; James F. Joy, Josiah B. Allen, L. K. Thacher, James D. Simpson, Isaac P. Simpson, Carrie S.

Mills, John A. Mills, Fannie I. Battaile, W. P. Battaile, Mary H. Thornton, James T. Thornton, Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, United States Trust Company von New York, wollen Notiz nehmen, dasz ihr Eigenthumen genommen werden wird zu dem Zweck, spezifizirt in der Ordinanz der Stadt Kansas, No. 19272, betitelt: "Eine Ordinanz füer Amendirung einer Ordinanz ein Theil der zwölften Strasze zu erweitern," genehmigt den 22. April, 1880, und dasz eine Jury zusammen treten wird, um die Entschädigung dafüer festzustellen, am 8. Tage des November, A. D. 1880, um 10 Uhr Vormittags, im Stadtraths-Zimmer des alten Courthauses, an der Südost-Ecke der Main und Vierten Strasze.

Ausgestellt unter der Hand des City-Clerk, und dem Siegel der obengenannten Stadt Kansas, diesen 9. Tag im Oktober, A. D. 1880.

V. D. CALLAHAN,
Stadt Clerk von Kansas City.

DER STADT MISSOURI, }
Jackson County, Stadt Kansas, } *ss:*

Josiah B. Allen, James P. Adams, J. J. Ammen, John Anders, Mary A. Armstrong, Alexander Armstrong, Michael Armstrong, Hudson E. Bridge, Wm. T. Lewis, and Cyrus B. Burnham, Trustees füer Carlor S. Greeley; Herman R. Baltzar, Richard Bell, W. P. Bassett; Jacob Baum, Trustee füer Frederick Levy; Geo. R. Barse, Allen Brown, Thomas Breslin, Fannie I. Battaile, W. P. Battaile, Joseph W. Barkley, Francis Bartlett, James H. Blake, Luther C. Clark, William Crockett, C. B. Nicholson, Trustees füer die Mutual
36 House Building Association; Silas C. Cheney; Solan L. Cheney, Trustee füer Silas C. Cheney; A. Comingo, Trustee füer J. K. Sheley; William Chrisman, Louisa Cheney, Volney Cheney, Dwight Ducker; John P. Devereux, Trustee füer Adolphus Meier; Carlos S. Greeley, John D. Perry, and Stephen M. Edgell, Adam C. Dyas, Thomas Donnelly, Dick Bros., Deere, Mansur & Co., John Deere, Charles H. Deere, Stephen M. Edgell, Daniel Edgerton, James D. Fish, Wm. Fullerton, Anthony Fortin, Josiah M. Fiske, Carlos S. Greely, Jay Gould, Ann L. Grabble, Solan Humphreys, William Harvey, James F. Joy; Rufus J. Lackland, Wm. J. Lewis, und Cyrus B. Burnham, Trustees; Frederick Levy, U. H. Murdock, C. D. Morgan, Adolphus Meier, Frederick Meyers, He-nrich Meyers, Anna Meyers, Ferdinand Metzler, Charles Meyer, Wm. McCoy, Carry S. Mills, John A. Mills, Alvah Mansur, Charles Merriam, National Trust Company von New York, Timothy O'Sullivan, Mary Josephine Owens, Joseph Owens, Charles H. Oldham, James Punnett, John D. Perry, Geo. T. Parsons, David Rhus, Henry Roberts, John G. Richardson, Catharine Reed und Ga-te, David B. Reed, Joseph Seligman, Ruffell Sage; John A. Stewart, Trustee; Wm. G. Saaks, Anton Stamm, Thomas H. Swope, J. K. Sheley, Mary B. Sherwood, L. H. Sheerwood, James D. Simpson, Isaac P. Simpson, S. L. Sawyer, L. K. Thacher, James G. Torrence, J. G. Torrence, Trustee füer W. B. Spence; Mary H. Thornton, James T. Thornton, Nathaniel Thayer, Bridget Thomas und, Gatte Samuel A. Thomas, United States Trust Company of New York, Henry F. Vaile, Stephen

H. Velie, David W. Wells, wollen Notiz nehmen, dasz ihr Eigenthum besteuert wird, um füer die Wegnahme von Privateigenthum zu dem Zwecke specisicirt in der Ordinanz der Stadt Kansas, No. 19272, betitelt; "Eine Ordinanz füer Amendirung einer Ordinanz einen Theil der Zwöelften Strasze zu erweitern," genehmight den 22. April, 1880, und das eine Jury zusammentreten wird, um solche Steuerauflage zu machen, am 8ten Tage des November, A. D. 1880, um 10 Uhr Vormittage, im Stadtraths-Zimmer des alten
37 Court-Hauses, an der Süedost-Ecke der Main und Vierten Strasze.

Ausgestellt unter der Hand des City-Clerk, und dem Siegel der obengenannten Stadt Kansas, diesen 9. tag im Oktober, A. D. 1880.

[SIEGEL.] V. D. CALLAHAN,
Stadt Clerk von Kansas City.

Affidavit of Publication.

Henry J. Lampe, of the city of Kansas, Mo., of lawful age, being duly sworn, says: That he is one of the proprietors of the Kansas City Post and Tribune, a newspaper published daily except Monday and weekly in the city of Kansas, Jackson county, Mo., and that the notice of V. D. Callahan, city clerk, that the property of Hudson E. Bridge *et al.* will be taken for the purposes specified in ordinance No. 19272, and also the notice that certain property will be seized for the purpose specified in ordinance No. 19272, a true copy of which is hereto attached, was duly published in the daily edition of said newspaper for the period of thirty days, commencing October 10, 1880.

HENRY J. LAMPE.

Subscribed and sworn to before me the 8th day of November, 1880, and I certify that I was duly qualified as a notary public for a term expiring April 19, 1882.

HENRY STUBENRAUCH,
Notary Public, Jackson County, Mo.

And the court finds that all persons have been served according-, and all persons interested duly notified. And also appears defendants, The Union Depot Company, by J. Brumbach, attorney;

Mo. River, Ft. Scott, and Gulf R. R. Co., by J. Brumback, attorney;

38 Mo. Pacific Railway Company, by Rob. Adams, Jr., att'y, enters herein the appearance; and also appears A. K. Barbour and files herein his consent as follows:

In the matter of widening 12th street under ordinance of the city of Kansas No. 19272, approved April 22, 1880.

This day comes A. K. Barbour and consents to act as guardian in the above matter for the following parties, being minors, to wit: Frederick Myers, Henrick Myers, and Anna Myers, November 8, 1880. A. K. BARBOUR.

And the mayor of said city made the following order herein:

I hereby appoint the above-named A. K. Barbour guardian *ad litem* of the above-named parties in the above-entitled cause.

C. A. CHASE, *Mayor.*

And the jury being unable to complete their labors to-day, it is by the court ordered that these proceedings be continued until Wednesday, November 12, 1880, at ten of the clock in the forenoon, at the council chamber aforesaid.

C. A. CHASE, *Mayor.*

COUNCIL CHAMBER, 10 A. M.,
Wednesday, November 12th, 1880.

In the matter of widening Twelfth street under ordinance of the city of Kansas No. 19272, and of making assessments to pay for such widening.

Now, at this day comes L. Hammerslough, Jos. Haag, Wm. Weston, Richard Everingham, D. H. Porter, and James Hewson, the jury herein, and now come The City of Kansas, by the city counsellor, plaintiff, and also appears defendants B. K. Drake, by C. O. Tichenor attorney; James D. Simpson and Isaac P. Simpson, by J. F. Ramage, att'y.

Kansas Pacific R. W. Co., by G. W. Veale, attorney; John W. Reid in person.

39 Jno. Mahoney, by J. F. Mister, attorney; John Lloyd in person.

And the jury being unable to complete their labors to-day, it is hereby ordered that these proceedings be continued until Friday, the 3rd day of December, A. D. 1880, at ten of the clock in the forenoon, at the council chamber aforesaid.

C. A. CHASE, *Mayor.*

CITY OF KANSAS, MO., *Dec. 3rd,* 1880,
COUNCIL CHAMBER, 10 A. M.

In the matter of the proceedings to ascertain and assess just compensation for private property taken for public use for the purpose specified in the ordinance of the city of Kansas number 19272, entitled "An ordinance to amend an ordinance to widen a part of Twelfth street," approved April 22, 1880.

This day comes L. Hammerslough, Jos. Haag, Wm. Weston, Rich'd Everingham, D. H. Porter, and James Hewson, the jury, and it appearing that they are unable to complete their labors to-day, it is by the court ordered that these proceedings be continued until Saturday, the 11 day of December, 1880, at ten of the clock in the forenoon, at the council chamber aforesaid.

C. A. CHASE, *Mayor.*

CITY OF KANSAS, MO., *Dec. 11th*, 1880,
COUNCIL CHAMBER, 10 A. M.

In the matter of the proceedings to ascertain and assess just compensation for private property taken for public use for the purposes specified in the ordinance of the city of Kansas number 19272, entitled "An ordinance to amend an ordinance to widen a part of Twelfth street," approved April 22, 1880.

40 This day comes L. Hammerslough, Jos. Hagg, Wm. Weston, Richard Everingham, D. H. Porter, and James Hewson, the jury, and they having heard the evidence of all the parties appearing and having personally examined the property to be taken and assessed, render their verdict and are discharged.

C. A. CHASE, *Mayor*.

Said verdict is is words and figures as follows:

THE CITY OF KANSAS, *the County of Jackson, the State of Missouri:*

In the matter of the proceedings to ascertain and assess just compensation for private property taken for public use for the purpose specified in an ordinance of the city of Kansas No. 19272, entitled "An ordinance to amend an ordinance to widen a part of Twelfth street," approved April 22d, 1880.

The undersigned jury in this matter having heard the proof of the parties and examined personally the property to be taken and assessed, render our verdict as follows, to wit:

We first ascertain the actual damage done to each person and corporation in consequence of the taking of their property for the purpose specified in said ordinance without reference to the proposed improvement as the just compensation to be made therefor, and the value of the property so taken to be as follows, to wit:

$648. Six hundred and forty-eight dollars to the Kansas City, St. Louis and Chicago Railroad Company, United States Trust Company of New York, Chicago and Alton R. R. Co., The Lawrence and Galveston R. R. Co., owners of lot one (1), block fifty-six (56), Turner & Co.'s Addition to the city of Kansas, said lot one (1) being sit-
41 uated within the boundaries of the street established by said ordinance.

$648. Six hundred and forty-eight dollars to the Kansas City, St. Louis and Chicago R. R. Co., The United States Trust Company, of New York, The Chicago and Alton R. R. Co., The Lawrence and Galveston R. R. Co., owners of lot three (3), in block fifty-six (56), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$648. Six hundred and forty-eight dollars to the Kansas City, St. Louis and Chicago R. R. Co., The United States Trust Company of New York, Chicago and Alton R. R. Co., The Lawrence and Galveston R. R. Co., owners of lot four (4), block fifty-six (56), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$648. Six hundred and forty-eight dollars to the Kansas City,

St. Louis and Chicago R. R. Co., The United States Trust Company of New York, Chicago and Alton Railroad Co., The Lawrence and Galveston R. R. Co., owners of lot five (5), block fifty-six (56), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$864. Eight hundred and sixty-four dollars to James D. Simpson, Isaac P. Simpson, Carrie S. Mills, wife of John A. Mills; Fannie I. Battaile, wife of W. P. Battaile; Mary H. Thornton, wife of James T. Thornton, owners of lot one (1), block fiftyseven (57), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$810. Eight hundred and ten dollars to James D. Simp-
42 son, Isaac P. Simpson, Carrie S. Mills, wife of John Mills; Fannie I. Battaile, wife of W. P. Battaile; Mary H. Thornton, wife of James T. Thornton, owners of lot two (2), block fifty-seven (57), in said Turner & Co.'s Addition, within the boundaries of the street established by said ordinance.

$810. Eight hundred and ten dollars to James D. Simpson, Isaac P. Simpson, Carrie S. Mills, wife of John A. Mills; Fannie I. Battaile, wife of W. P. Battaile; Mary H. Thornton, wife of James T. Thornton, owners of lot three (3), block fifty-seven (57), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$810. Eight hundred and ten dollars to James D. Simpson, Isaac P. Simpson, Carrie S. Mills, wife of John A. Mills; Fannie I. Battaile, wife of W. P. Battaile; Mary H. Thornton, wife of James T. Thornton, owners of lot four (4), block fifty-seven (57), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$1,185. Eleven hundred and eighty-five dollars to Catharine Spencer and her husband, Paul Spencer, owners of lot six (6), block fifty-seven (57), in said Turner & Co.'s Addition, within the boundaries of the street established by said ordinance.

$1,185. Eleven hundred and eighty-five dollars to Catharine Spencer and her husband, Paul Spencer, owners of lot six (6), block fifty-seven (57), in said Turner & Co.'s Addition, within the boundaries of the street established by said ordinance.

43 $810. Eight hundred and ten dollars to James F. Joy, owner of lot seven (7), block fifty-seven (57), in said Turner & Co.'s Addition, within the boundaries of the street established by said ordinance.

$810. Eight hundred and ten dollars to James F. Joy, owner of lot eight (8), block fifty-seven (57), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$810. Eight hundred and ten dollars to James D. Simpson, Isaac P. Simpson, Carrie S. Mills, wife of John A. Mills; Fannie I. Battaile, wife of W. P. Battaile; Mary H. Thornton, wife of James T. Thornton, owners of lot nine (9), block fifty-seven (57), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$810. Eight hundred and ten dollars to James D. Simpson, Isaac P. Simpson, Carrie S. Mills, wife of John A. Mills; Fannie I. Battaile, wife of W. P. Battaile; Mary H. Thornton, wife of James T. Thornton, owners of lot ten (1-), block fifty-seven (57), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$810. Eight hundred and ten dollars to the Kansas City, St. Joseph and Council Bluffs Railroad Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, owners of lot eleven (11) in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$810. Eight hundred and ten dollars to the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, owners of lot
44 twelve (12) in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$810. Eight hundred and ten dollars to the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Chas. Merriam, owners of lot thirteen (13), block fifty-seven (57), in said Turner and Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$810. Eight hundred and ten dollars to the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Chas. Merriam, owners of lot fourteen (14), block fifty-seven (57), in said Turner & Co.'s Addition, and situated within the boundaries of the street established by said ordinance.

$810. Eight hundred and ten dollars to the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, owners of lot fifteen (15), block fifty-seven (57), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$810. Eight hundred and ten dollars to the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Chas. Merriam, owners of lot sixteen (16), block fifty-seven (57), in said Turner & Co.'s Addition, and situated within the boundaries of the street established by said ordinance.

$1,272. One thousand two hundred and seventy-two dollars to Julia Heald, wife of John S. Heald; John R. Balis, Henry Reike, trustee for Edmund Fegtmeyer, owners of lot one (1), block
45 fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$756. Seven hundred and fifty-six dollars to John McCoy, Margaret J. Woodson, wife of Samuel H. Woodson; Abram Comingo, trustee for James K. Sheley, owners of lot two (2), block fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$756. Seven hundred and fifty-six dollars to John McCoy, Margaret J. Woodson, wife of Samuel H. Woodson; Abram Comingo, trustee for James K. Sheley, owners of lot three (3), block fifty-eight

(58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$948. Nine hundred and forty-eight dollars to Alpha Miner, wife of Joseph Miner; Charles Demmon, trustee for B. T. Parsons; E. H. Webster, trustee for Charles F. Stanton, owners of lot four (4), block fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$923. Nine hundred and twenty-three dollars to Anna M. Castello, wife of W. P. Castello, owner of lot five (5), block fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$923. Nine hundred and twenty-three dollars to Anna M. Castello, wife of W. P. Castello, John McCoy; A. Comingo, trustee for James K. Sheley, owners of lot six (6), block fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of street established by said ordinance.

46 $648. Six hundred and forty-eight dollars to M. J. Woodson, wife of S. H. Woodson; John McCoy, Abram Comingo, trustee for James K. Sheley, owners of lot seven (7), block fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$648. Six hundred and forty-eight dollars to James F. Joy, The M. E. Church South, of Kansas City, Nathan Scarritt, Wm. Holmes, Lysander R. Moore, Latinas F. Moore, Joseph S. Chick, Drury Underwood, and James F. Mister, trustees, owners of lot eight (8), in block fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$648. Six hundred and forty-eight dollars to James F. Joy, M. E. Church S., of Kansas City, Nathan Scarritt, Wm. Holmes, Lysander R. Moore, Latinas T. Moore, Joseph S. Chick, Drury Underwood, and James F. Mister, trustees, owners of lot *eight* (9), in block fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$648. Six hundred and forty-eight dollars to M. J. Woodson, wife of S. H. Woodson; John McCoy, A. Comingo, trustee for J. K. Sheley, owners of lot ten (10), block fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$648. Six hundred and forty-eight dollars to M. J. Woodson, wife of S. H. Woodson; John McCoy, S. H. Woodson, trustee for J. K. Sheley, owners of lot eleven (11), block fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$648. Six hundred and forty-eight dollars to John W.
47 Reid, J. F. Joy, owners of lot twelve (12), block fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$648. Six hundred and forty-eight dollars to John W. Reid, J. F. Joy, owners of lot thirteen (13), block fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$756. Seven hundred and fifty-six dollars to Josiah B. Allen, John McCoy, L. K. Thacher, owners of lot fourteen (14), block fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$756. Seven hundred and fifty-six dollars to Josiah B. Allen, John McCoy, L. K. Thacher, owners of lot fifteen (15), block fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$864. Eight hundred and sixty-four dollars to John W. Reid, J. F. Joy, owners of lot sixteen (16), block fifty-eight (58), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$1,930. One thousand nine hundred and thirty dollars to Burnham K. Drake, owner of lot eight (8), block fifty-nine (59), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$3,931. Three thousand nine hundred and thirty-one dollars to Burnham K. Drake, owner of lot nine (9), block fifty-nine (59), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

48 $1,506. One thousand five hundred and six dollars to John Mahoney, James Kearney, owners of lot ten (10), block fifty-nine (59), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$1,506. One thousand five hundred and six dollars to John Mahoney, James Kearney, owners of lot eleven (11), block fifty-nine (59), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$1,264. One thousand two hundred and sixty-four dollars to Michael E. Burnett, W. E. Sheffield, owners of lot twelve (12), block fifty-nine (59), in said Turner & Co.'s A-dition, situated within the boundaries of the street established by said ordinance.

$1,064. One thousand and sixty-four dollars to Catharine Spencer, wife of Paul Spencer, owner of lot thirteen (13), block fifty-nine, in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$1,064. One thousand and sixty-four dollars to Catharine Spencer, wife of Paul Spencer; John McCoy, owners of lot fourteen (14), block fifty-nine (59) in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$972. Nine hundred and seventy-two dollars to George W. Sedgwick, Joseph W. Churns, W. E. Sheffield, T. V. Bryant, trustee for Meade Woodson, owner of lot fifteen (15), block fifty-nine (59), in said Turner & Co.'s Addition, situated within the boundaries of the street established by said ordinance.

49 $972. Nine hundred and seventy-two dollars to Geo. W. Sedgwick, Jos. W. Churns, W. E. Sheffield, T. V. Bryant, trustee for Meade Woodson, owners of lot (16), block fifty-nine (59), in saidTurner and Co.'s Addition, situated within the boundaries of the street established by said ordinance.

$7,305. Seven thousand three hundred and five dollars to the Union Pacific Railway Company, Kansas Division; Kansas Pacific Railway Company, Hudson E. Bridge, Herman R. Baltzar, William G. Saaks, John P. Devereux, trustee for Adolphus Meier; Carlos S. Greely, John D. Perry, Stephen M. Edgell, William J. Lewis and Cyrus B. Burnham, trustees for Carlos S. Greely; Wm. J. Lewis and Cyrus B. Burnham, trustees; Jay Gould, Russell Sage, John A. Stewart, trustees, owners of a tract of land within the boundaries of the street established by said ordinance, beginning at the southeast corner of the southwest quarter of the northwest quarter of section 6, township 49, range 33; thence north $27\frac{8}{10}$ feet to the north line of the street established by the said ordinance; thence southwestwardly along the north line of said street fourteen hundred and forty (1,440) feet to the State line between Missouri and Kansas; thence south twenty-one and eight-tenths ($21\frac{8}{10}$) feet to the north line of Twelfth street, as established by the recorded plat of Depot Addition to the city of Kansas; thence northeastwardly along the north line of Twelfth street [to] the place of beginning.

$1,200. One thousand two hundred dollars to John Lloyd, lessee and occupant of the buildings situated upon Lots 8, 9, 10, and 11, block 59, Turner and Co.'s Addition, city of Kansas, as damages on account of his lease and occupancy of said building.

50 $1.00. One dollar to F. R. Smith, tenant, and occupying a building within the limits of the street established by said ordinance.

$1.00. One dollar to Mrs. M. C. Tibbitts, tenant, and occupying a building within the limits of the street established by said ordinance.

$1.00. One dollar to Edward Tibbitts, tenant, and occupying a building within the limits of the street established by said ordinance.

$1.00. One dollar to S. H. Little, tenant, and occupying a building within the limits of the street established by said ordinance.

$1.00. One dollar to A. Strand, tenant, and occupying a building within the limits of the street established by said ordinance.

$1.00. One dollar to — Stable, tenant, and occupying a building within the limits of the street established by said ordinance.

$1.00. One dollar to James Inskeep, tenant, and occupying a building within the limits of the street established by said ordinance.

$1.00. One dollar to Ida Watts, tenant, and occupying a building within the limits of the street established by said ordinance.

$1.00. One dollar to C. B. Jackson, tenant, and occupying a building within the limits of the street established by said ordinance.

We, the jury, in the second place, to pay the just com-
51 pensation so ascertained for the property so taken as aforesaid, assess against the city of Kansas as the amount of benefit to the city and public generally, inclusive of benefit to all property of the city, the sum of one $1.00 dollar.

And we also assess against the several lots and parcels of prop-

erty deemed benefitted, as determined according to the second section of said ordinance, by reason of the proposed improvement the balance of such compensation, assessing each lot or parcel of private property, to be assessed with an amount bearing the same ratio to such balance as the benefit to each lot or parcel bears to the whole benefit to all private property assessed as follows, to wit:

$270. Against lot one (1), in block one (1) Depot Addition to the city of Kansas, owned by Jos. A. Snydam and Jos. T. Bird, the sum of two hundred and seventy dollars.

$270. Against lot two (2), block one (1), Depot Addition, owned by Jos. A. Snydam and Jos. T. Bird, the sum of two hundred and seventy dollars.

$230. Against lot three (3), block one (1), in said Depot Addition owned by Tapping S. Reeve, the sum of two hundred and thirty dollars.

$230. Against lot four (4), block one (1), in said Depot Addition, owned by John Doherty, the sum of two hundred and thirty dollars.

$230. Against lot five (5), block one (1), in said Depot Addition, owned by John Doherty, the sum of two hundred dol. and thirty.

52 $230. Against lot six (6), block one (1), in said Depot Addition, owned by Honora Dexter, the sum of two hundred and thirty dollars.

$230. Against lot seven (7), block one (1), in said Depot Addition, owned by Honora Dexter, the sum of two hundred and thirty dollars.

$230. Against lot eight (8), block one (1), in said Depot Addition, owned by George W. Sedgwick and Jerome B. Webster, Theodore S. Case, and E. P. Nicholson, trustee for Mutual House Building Association; Joseph L. Norman, trustee for R. Robertson, the sum of two hundred and thirty dollars.

$230. Against lot nine (9), block one (1), in said Depot Addition, owned by J. C. Gates and W. W. Kendall, the sum of two hundred and thirty dollars.

$230. Against lot ten (10), block one (1), in said Depot Addition, owned by Charles H. Carlisle, E. F. Hedges, trustee for Charles D. Lucas, the sum of two hundred and thirty dollars.

$230. Against lot eleven (11), block one (1), in said Depot Addition, owned by Michael Newgent, the sum of two hundred and thirty dollars.

$230. Against lot twelve (12), block one (1), in said Depot Addition, owned by John Consadine, Jacob Baum, trustee for Frederick Levy, the sum of two hundred and thirty dollars.

$230. Against lot thirteen (13), block one (1), in said Depot Addition, owned by Daniel H. Consadine, John Consadine, J. V. C. Karnes, trustee for W. P. Bassett, the sum of two hundred and thirty dollars.

$230. Against lot fourteen (14), block one (1), in said Depot Addition, owned by Dennis Finnecan and Michael Newgent, the

53 sum of two hundred and thirty dollars.

$120. Against lot one (1), block two (2), said Depot Addition, owned by Thomas Hackett, the sum of one hundred and twenty dollars.

$120. Against lot two (2), block two (2), in said Depot Addition, owned by Thomas Hackett, the sum of one hundred and twenty dollars.

$93.50. Against lot three (3), block two (2), in said Depot Addition, owned by David Ryne, Bernard Donnelly, trustee for Wm. Keese, the sum of ninety-three and fifty one-hundredths dollars.

$93.50. Against lot four (4), block two (2), in said Depot Addition, owned by David Ryas, Bernard Donnelly, trustee for Wm. Keese, the sum of ninety-three & $\frac{50}{100}$ [dollars.]

$93.50. Against lot five (5), block two (2), in said Depot Addition, owned by Peter Roy, Edward M. Wright, trustee for Carrie B. Cheever; L. F. Franklin, trustee for Timothy O'Sullivan, the sum of ninety-three & $\frac{50}{100}$ dollars.

$93.50. Against lot six (6), block two (2), in said Depot Addition owned by Patrick White, the sum of ninety-three & $\frac{50}{100}$ dollars.

$93.50. Against lot seven (7), block two (2), in said Depot Addition owned by William Harvey, Michael Burnett, trustee for William Burnett, the sum of ninety-three & $\frac{50}{100}$ dollars.

$93.50. Against lot eight (8), block two (2), in said Depot Addition, owned by William Harvey, the sum of ninety-three & $\frac{50}{100}$ dollars.

54 $93.50. Against lot nine (9), block two (2), in said Depot Addition, owned by William Harvey, the sum of ninety-three & $\frac{50}{100}$ dollars.

$93.50. Against lot ten (10), block two (2), in said Depot Addition, owned by James Kearney, the sum of ninety-three & $\frac{50}{100}$ dollars.

$97.75. Against lot eleven (11), block two (2), in said Depot Addition, owned by James Kearney, the sum of ninety-seven & $\frac{75}{100}$ dollars.

$102. Against lot twelve (12), block two (2), in said Depot Addition, owned by Richard Bell, the sum of one hundred and two dollars.

$102. Against lot thirteen (13), block two (2), in said Depot Addition, owned by Richard Bell, the sum of one hundred and two dollars.

$102. Against lot one (1), block three (3), in said Depot Addition, owned by Ferdinand Metzler, the sum of one hundred and two dollars.

$102. Against lot two (2), block three (3), in said Depot Addition, owned by Patrick White, J. V. C. Karnes, trustee for L. K. Thacher, the sum of one hundred and two dollars.

$97.75. Against lot three (3), block three (3), in said Depot Addition, owned by Margaret Armstrong, Bridget Thomas and husband, Sam'l A.; Catharine Reed and husband, David B.; Mary A. Armstrong, Alexander Armstrong, and Michael Armstrong, Alexander Armstrong, John Armstrong, Margaret Armstrong, George Manning, the sum of ninety-seven and $\frac{75}{100}$ dollars.

55 $93.50. Against lot four (4), block three (3), in said Depot Addition, owned by Margaret Armstrong, Bridget Thomas and husband, Sam'l A.; Catharine Reed and husband, Daniel B.,

Mary Armstrong, Alexander Armstrong, Michael Armstrong, Alexander Armstrong, John Armstrong, Margaret Manning, George Manning, the sum of ninety-three & $\frac{50}{100}$ dollars.

$93.50. Against lot five (5), block three (3), in said Depot Addition, owned by Ann West, C. B. Platt, trustee for John D. Hackett, the sum of ninety-three & $\frac{50}{100}$ dollars.

$93.50. Against lot six (6), block three (3), in said Depot Addition, owned by Ann West, Meade Woodson, trustee for L. K. Thacher, the sum of ninety-three & $\frac{50}{100}$ dollars.

$93.50. Against lot seven (7), block three (3), in said Depot Addition, owned by L. K. Thacher, the sum of ninety-three & $\frac{50}{100}$ dollars.

$93.50. Against lot eight (8), block three (3), in said Depot Addition, owned by J. O. Brinkerhoff, the sum of ninety-three & $\frac{50}{100}$ dollars.

$93.50. Against lot nine (9), block three (3), in said Depot Addition, owned by J. O. Brinkerhoff, the sum of ninety-three & $\frac{50}{100}$ dollars.

$93.50. Against lot ten (10), block three (3), in said Depot Addition, owned by J. O. Brinkerhoff, the sum of ninety-three & $\frac{50}{100}$ dollars.

$93.50. Against lot eleven (11), block three (3), in said Depot Addition, owned by L. K. Thacher, the sum of ninety-three & $\frac{50}{100}$ dollars.

$102. Against lot twelve (12), block three (3), in said Depot Addition, owned by Mary Ann Edgerton, Daniel Edgerton, the
56 [sum] of one hundred and two dollars.

$102. Against lot thirteen (13), block three (3), in said Depot Addition, owned by Carrie C. Meyers, dec'd; Henry H. Craig, trustee for Adam C. Dyas; Wm. Warner, trustee for R. S. Patterson and Wm. Crockett; Frederick Meyers, Louisa Myers, parents Frederick Meyers, Henrick Meyers, Anna Meyers, minor heirs of Carrie C. Meyers, dec'd, the sum of one hundred and two dollars.

$102. Against lot one (1), block four (4), in said Depot Addition, owned by the Kansas City Stock Yards Company, the sum of one hundred and two dollars.

$102. Against lot two (2), block four (4), in said Depot Addition, owned by the Kansas City Stock Yards Company, the sum of one hundred and two dollars.

$102. Against lot three (3), block four (4), in said Depot Addition, owned by the Kansas City Stock Yards Company, the sum of one hundred and two dollars.

$102. Against lot four (4), block four (4), in said Depot Addition, owned by the Kansas City Stock Yards Company, the sum of one hundred and two dollars.

$102. Against lot five (5), block four (4), in said Depot Addition, owned by the Kansas City Stock Yards Company, the sum of one hundred and two dollars.

$102. Against lot six (6), block four (4), in said Depot Addition, owned by the Kansas City Stock Yards Company, the sum of one hundred and two dollars.

$102. Against lot seven (7), block four (4), in said Depot Addition, owned by the Kansas City Stock Yards Company, the
57 sum of one hundred and two dollars.

$102. Against lot eight (8), block four (4), owned by the Kansas City Stock Yards Company, the sum of one hundred and two dollars.

$102. Against lot nine (9), block four (4), in said Depot Addition, owned by the Kansas City Stock Yards Company, the sum of one hundred and two dollars.

$102. Against lot ten (10), block four (4), in said Depot Addition, owned by the Kansas City Stock Yards Company, the sum of one hundred and two dollars.

$102. Against lot eleven (11), block four (4), in said Depot Addition, owned by the Kansas City Stock Yards Company, the sum of one hundred and two dollars.

$178.50. Against lot eight (8), block fifty-two (52), Turner & Co.'s Addition to the city of Kansas, owned by W. P. Moores, the sum of one hundred and seventy-eight and $\frac{50}{100}$ dollars.

$102. Against lot nine (9), block fifty-two (52), Turner & Co.'s Addition to the city of Kansas, owned by George W. Sedgwick, Jerome B. Webster, Joseph L. Norman, trustee for Richard Robertson, the sum of one hundred and two dollars.

$102. Against lot ten (10), block fifty-two (52), in said Turner & Co.'s Addition, owned by George W. Sedgwick, Jerome B. Webster, Joseph L. Norman, trustee for Richard Robertson, the sum of one hundred and two dollars.

$102. Against lot eleven (11), block fifty-two (52), in said Turner & Company's Addition, owned by Catharine Spencer, wife of Paul Spencer, Anton Stamm, the sum of one hundred and two dollars.

58 $102. Against lot twelve (12), block fifty-two (52), in said Turner and Company's Addition, owned by Catharine Spencer, wife of Paul Spencer, the sum of one hundred and two dollars.

$102. Against lot thirteen (13), block fifty-two (52), in said Turner & Co.'s Addition, owned by William Fullerton, the sum of one hundred and two dollars.

$102. Against lot fourteen (14), block fifty-two (52), in said Turner and Company's Addition, owned by Catharine Spencer, wife of Paul Spencer, the sum of one hundred and two dollars.

$102. Against lot fifteen (15), block fifty-two (52), in said Turner & Company's Addition, owned by Catharine Spencer, wife of Paul Spencer, the sum of one hundred and two dollars.

$102. Against lot sixteen (16), block fifty-two (52), in said Turner & Company's Addition, owned by Thomas Donnelly, the sum of one hundred and two dollars.

$357. Against lot twenty-five (25), block fifty-two (52), in said Turner & Company's Addition, owned by James C. Torrence, Leander J. Talbott, trustee for Thomas Donnelly, the sum of three hundred and fifty-seven dollars.

$204. Against lot twenty-four (24), block fifty-two (52), in said Turner & Co.'s Addition, owned by James G. Torrence, Silas C. Cheney, the sum of two hundred and four dollars.

Against lot twenty-three (23), block fifty-two (52), in said Turner & Co.'s Addition, owned by George W. Sedgwick, Jerome B. Webster, Joseph L. Norman, trustee for Richard Robertson, the sum of two hundred and four dollars.

59 Against lot twenty-two (22), block fifty-two (52), in said Turner & Co.'s Addition, owned by James F. Joy and John W. Reid, the sum of two hundred and four dollars.

$204. Against lot twenty-one (21), block fifty-two (52), in said Turner & Co.'s Addition, owned by James F. Joy and John W. Reid, the sum of two hundred and four dollars.

$204. Against lot twenty (20), block fifty-two (52), in said Turner and Company's Addition, owned by E. D. Fisher, the sum of two hundred and four dollars.

$204. Against lot nineteen (19), block fifty-two (52), in said Turner & Company's Addition, owned by E. D. Fisher, the sum of two hundred and four dollars.

$204. Against lot eighteen (18), block fifty-two (52), in said Turner and Company's Addition, owned by James F. Joy and John W. Reid, the sum of two hundred and four dollars.

$204. Against lot seventeen (17), block fifty-two (52), in Turner & Company's Addition, owned by James F. Joy and John W. Reid, the sum of two hundred and four dollars.

$102. Against lot one (1), block fifty-three (53), in Turner and Company's Addition to the city of Kansas, owned by James F. Joy and John W. Reid, the sum of one hundred and two dollars.

$102. Against lot two (2), block fifty-three (53), in said Turner & Co.'s Addition, owned by James F. Joy and John W. Reid, the sum of one hundred and two dollars.

$102. Against lot three (3), block fifty-three (53), in said Turner and Company's Addition, owned by George R. Barse, the sum of one hundred and two dollars.

60 $102. Against lot four (4), block fifty-three (53), in said Turner and Co.'s Addition, owned by George W. Barse, the sum of one hundred and two dollars.

$102. Against lot five (5), block fifty-three (53), in said Turner and Co.'s Addition, owned by Mary Josephine Landis, the sum of one hundred and two dollars.

$102. Against lot six (6), block fifty-three (53), in said Turner and Co.'s Addition, owned by George W. Sedgwick, Jerome B. Webster, Joseph L. Norman, trustee for R. Robertson, the sum of one hundred and two dollars.

$102. Against lot seven (7), block fifty-three (53), in said Turner and Co.'s Addition, owned by William Fullerton, the sum of one hundred and two dollars.

$102. Against lot eight (8), block fifty-three (53), in said Turner and Co.'s Addition, owned by William Fullerton, the sum of one hundred and two dollars.

$102. Against lot nine (9), block fifty-three (53), in said Turner and Co.'s Addition, owned by James F. Joy and John W. Reid, the sum of one hundred and two dollars.

$102. Against lot ten (10), block fifty-three (53), in said Turner

and Co.'s Addition, owned by James F. Joy and John W. Reid, the sum of one hundred and two dollars.

$102. Against lot eleven (11), block fifty-three (53), in said Turner and Co.'s Addition, owned by George R. Barge, the sum of one hundred and two dollars.

$102. Against lot twelve (12), block fifty-three (53), in said Turner and Co.'s Addition, owned by George R. Barse, the sum of one hundred and two dollars.

61 $102. Against lot thirteen (13), block fifty-three (53), in said Turner and Co.'s Addition, owned by George R. Barse, Charles Meyer, the sum of one hundred and two dollars.

$102. Against lot fourteen (14), block fifty-three (53), in said Turner and Co.'s Addition, owned by G. W. Sedgwick, J. B. Webster, J. L. Norman, trustee for R. Robertson, the sum of one hundred and two dollars.

$102. Against lot fifteen (15), block fifty-three (53), in said Turner and Co.'s Addition, owned by William Fullerton, the sum of one hundred and two dollars.

$102. Against lot sixteen (16), block fifty-three (53), in said Turner and Co.'s Addition, owned by William Fullerton, the sum of one hundred and two dollars.

$204. Against lot seventeen (17), block fifty-three (53), in said Turner and Co.'s Addition, owned by Thomas H. Swope, the sum of two hundred and four dollars.

$204. Against lot eighteen (18), block fifty-three (53), in said Turner & Co.'s Addition, owned by Mary Josephine Landis, Mary Josephine Owens, Joseph Owens, the sum of two hundred and four dollars.

$204. Against lot nineteen (19), block fifty-three (53), in said Turner and Co.'s Addition, owned by William Fullerton, the sum of two hundred and four dollars.

$204. Against lot twenty (20), block fifty-three (53), in said Turner and Co.'s Addition, owned by William Fullerton, the sum of two hundred and four dollars.

$204. Against lot twenty-one (21), block fifty-three (53), in said Turner & Co.'s Addition, owned by John W. Reid and James F. Joy, the sum of two hundred and four dollars.

62 $204. Against lot twenty-two (22), block fifty-three (53), in said Turner & Co.'s Addition, owned by James F. Joy and John W. Reid, the sum of two hundred and four dollars.

$204. Against lot twenty-three (23), block fifty-three (53), in said Turner & Co.'s Addition, owned by William J. Smith, George J. Keating, the county of Jackson, the sum of two hundred and four dollars.

$204. Against lot twenty-fove (24), block fifty-three (53), in said Turner & Co.'s Addition, owned by William J. Smith, George J. Keating, the county of Jackson, the sum of two hundred and four dollars.

$204. Against lot twenty-five (25), block fifty-three (53), in said Turner & Co.'s Addition, owned by William J. Smith and George J. Keating, the sum of two hundred and four dollars.

$204. Against lot twenty-six (26), block fifty-three (53), in said Turner & Co.'s Addition, owned by William J. Smith and George J. Keating, the sum of two hundred and four dollars.

$204. Against lot twenty-seven (27), in block fifty-three (53), in said Turner and Co.'s Addition, owned by George W. Sedgwick, Jerome B. Webster, and Joseph L. Norman, trustee for Richard Robertson, the sum of two hundred and four dollars.

$204. Against lot twenty-eight (28), block fifty-three (53), in said Turner & Co.'s Addition, owned by George W. Sedgwick, Jerome B. Webster, Joseph L. Norman, trustee for Richard Robertson, the sum of two hundred and four dollars.

204. Against lot twenty-nine (29), block fifty-three (53), in said Turner & Co.'s Addition, owned by James F. Joy and John W. Reid, the sum of two hundred and four dollars.

63 $204. Against lot thirty (30), block fifty-three (53), in said Turner & Co.'s Addition, owned by James F. Joy and John W. Reid, the sum of two hundred and four dollars.

$204. Against lot thirty-one (31), block fifty-three (53), in said Turner & Co.'s Addition, owned by J. W. English, C. C. English, A. Comingo, trustee for J. K. Sheley, the sum of two hundred and four dollars.

$204. Against lot thirty-two (32), block fifty-three (53), in said Turner & Co.'s Addition, owned by J. W. English, A. Comingo, trustee for J. K. Sheley, the sum of two hundred and four dollars.

$102. Against lot one (1), block fifty-four (54), in said Turner & Co.'s Addition to the city of Kansas, owned by Michael Sullivan, Wm. Costello, trustee for Paul Spencer, the sum of one hundred and two dollars.

$102. Against lot two (2), block fifty-four (54), said Turner & Co.'s Addition, owned by James D. Simpson, Isaac P. Simpson, Carrie S. Mills, wife of John S. Mills; Fannie I. Battaile, wife of W. P. Battaile; Mary H. Thornton, wife of James T. Thornton, the sum of one hundred and two dollars.

$102. Against lot three (3), block fifty-four (54), in said Turner & Co.'s Addition, owned by Henry Roberts, the sum of one hundred and two dollars.

$102. Against lot four (4), block fifty-four (54), in said Turner & Co.'s Addition, owned by J. J. Ammen, the sum of one hundred and two dollars.

$102. Against lot five (5), block fifty-four (54), in said Turner & Co.'s Addition, owned by James D. Simpson, Isaac P. Simpson, Carrie S. Mills, wife of John A. Mills; Fannie I. Battaile, wife of W. P. Battaile; Mary H. Thornton, wife of James T. Thornton, the
64 sum of one hundred and two dollars.

$102. Against lot six (6), block fifty-four (54), in said Turner & Co.'s Addition, owned by James D. Simpson, Isaac P. Simpson, Carrie S. Mills, wife of John A. Mills; Fannie I. Battaile, wife of W. P. Battaile; Mary H. Thornton, wife of James T. Thornton, the sum of one hundred and two dollars.

$102. Against lot seven (7), block fifty-four (54), in said Turner

& Co.'s Addition, owned by William J. Smith and George J. Keating, the sum of one hundred and two dollars.

$102. Against lot (8), block fifty-four (54), in said Turner & Co.'s Addition, owned by William J. Smith and George J. Keating, the sum of one hundred and two dollars.

$102. Against lot nine (9), block fifty-four (54), in said Turner & Co.'s Addition, owned by Thomas Fitzmorris, B. Donnelly, trustee for John Anders, the sum of one hundred and two dollars.

$102. Against lot ten (10), block fifty-four (54), in said Turner & Co.'s Addition, owned by Michael Tierney, B. Donnelly, F. M. Black, P. S. Brown, E. M. Wright Joseph W. Barkley, Geo. T. Parsons, the sum of one hundred and two dollars.

$102. Against lot eleven (11), block fifty-four (54), in said Turner & Co.'s Addition, owned by B. Donnelly; F. M. Black, P. S. Brown, E. M. Wright, Jos. W. Barkley, Geo. T. Parsons, the sum of one hundred and two dollars.

$102. Against lot twelve (12), block fifty-four (54), in said Turner & Co.'s Addition, owned by W. J. Smith and G. J. Keating, the sum of one hundred and two dollars.

$51. Against the north half of lot thirteen (13), block fifty-four (54), in said Turner & Co.'s Addition, owned by John W. Reid, Deere, Mansur & Co., the sum of fifty-one dollars.

65 $51. Against the south half of lot thirteen (13), block fifty-four (54), in said Turner & Co.'s Addition, owned by John Deere, Chas. H. Deere, Stephen Velie, Charles S. Greely, Alvah Mansur, the sum of fifty-one dollars.

$51. Against the north half of lot fourteen (14), block fifty-four (54), in said Turner & Co.'s Addition, owned by John W. Reid, Deere, Mansur & Co., the sum of fifty-one dollars.

$51. Against the south half of lot fourteen (14), block fifty-four (54), in said Turner & Co.'s Addition, owned by John Deere, Charles H. Deere, Stephen H. Velie, Charles S. Wheeler, Alvah Mansur, the sum of fifty-one dollars.

$51. Against the north half of lot fifteen (15), block fifty-four (54), in said Turner & Co.'s Addition, owned by John W. Reid, Deere, Mansur & Co., the sum of fifty-one dollars.

$51. Against the south half of lot fifteen (15), block fifty-four (54), in said Turner & Co.'s Addition, owned by John Deere, Chas. H. Deere, Stephen H. Velie, Chas. S. Wheeler, Alvah Mansur, the sum of fifty-one dollars.

$51. Against the north half of lot sixteen (16), block fifty-four (54), in said Turner & Co.'s Addition, owned by John W. Reid, Deere, Mansur & Co., the sum of fifty-one dollars.

$51. Against the south half of lot sixteen (16), block fifty-four (54), in said Turner & Co.'s Addition, owned by John Deere, Chas. H. Deere, Stephen H. Velie, Charles S. Wheeler, Alvah Mansur, the sum of fifty-one dollars.

$204. Against lot seventeen (17), block fifty-four (54), in
66 said Turner & Co.'s Addition, owned by John Deere, Charles H. Deere, Stephen H. Velie, Charles S. Wheeler, Alvah Mansur, the sum of two hundred and four dollars.

$204. Against lot eighteen (18), block fifty-four (54), in said Turner & Co.'s Addition, owned by John Deere, Chas. H. Mansur, Stephen H. Velie, Charles S. Wheeler, Alvah Mansur, the sum of two hundred and four dollars.

$204. Against lot nineteen (19), block fifty-four (54), in said Turner & Co.'s Addition, owned by John Deere, Charles H. Deere, Stephen H. Velie, Charles S. Wheeler, Alvah Mansur, the sum of two hundred and four dollars.

$204. Against lot twenty (20), block fifty-four (54), in said Turner & Co.'s Addition, owned by Charles H. Oldham, the sum of two hundred and four dollars.

$204. Against lot twenty-one (21), block fifty-four (54), in said Turner & Co.'s Addition, owned by Wm. J. Smith and Geo. J. Keating, the sum of two hundred and four dollars.

$204. Against lot twenty-two (22), block fifty-four (54), in said Turner & Co.'s Addition, owned by Wm. J. Smith and Geo. J. Keating, the sum of two hundred and four dollars.

$204. Against lot twenty-three (23), block fifty-four (54), in said Turner & Co.'s Addition, owned by Wm. J. Smith and Geo. J. Keating, the sum of two hundred and four dollars.

$204. Against lot twenty-four (24), block fifty-four (54), in said Turner & Co.'s Addition, owned by Wm. J. Smith and Geo. J. Keating, the sum of two hundred and four dollars.

$204. Against lot twenty-five (25), block fifty-four (54), in said Turner & Co.'s Addition, owned by Wm. J. Smith and Geo.
67 J. Keating, the sum of two hundred and four dollars.

$204. Against lot twenty-six (26), block fifty-four (54), in said Turner & Co.'s Addition, owned by Wm. J. Smith, Geo. J. Keating, the sum of two hundred and four dollars.

$204. Against lot twenty-seven (27), block fifty-four (54), in said Turner & Co.'s Addition, owned by James D. Simpson, Isaac P. Simpson, Carrie S. Mills, wife of John A. Mills; Fannie I. Battaile, wife of W. P. Battaile; Mary H. Thornton, wife of James T. Thornton, the sum of two hundred and four dollars.

$204. Against lot twenty-eight (28), block fifty-four (54), in said Turner & Co.'s Addition, owned by James D. Simpson, Isaac P. Simpson, Carrie S. Mills, wife of John A. Mills; Fannie I. Battaile, wife of W. P. Battaile; Mary H. Thornton, wife of James T. Thornton, the sum of two hundred and four dollars.

$204. Against lot twenty-nine (29), block fifty-four (54), in said Turner & Co.'s Addition, owned by Samuel L. Sawyer, Wm. Chrisman, the sum of two hundred and four dollars.

$204. Against lot thirty (30), block fifty-four (54), in said Turner & Co.'s Addition, owned by Samuel L. Sawyer, William Chrisman, the sum of two hundred and four dollars.

$204. Against lot thirty-one (31), block fifty-four (54), in said Turner & Co.'s Addition, owned by E. D. Fisher, the sum of two hundred and four dollars.

$204. Against lot thirty-two (32), block fifty-four (54), in said Turner & Co.'s Addition, owned by Anthony Fortin, the sum of two hundred and four dollars.

68 $195.50. Against lot "A," block fifty-five (55), in said Turner & Co.'s Addition, owned by the Kansas City, St. Louis and Chicago R. R. Co., Chicago and Alton R. R. Co., The Lawrence and Galveston Railroad Company, The United States Trust Company of New York, D. W. Wells *vs.* Leavenworth, Lawrence and Galveston Railroad Company, the sum of one hundred and ninety-five and 50-100 dollars.

$195.50. Against lot "B," in block fifty-five (55), in said Turner & Co.'s Addition, owned by Kansas City, St. Louis and Chicago Railroad Company, Chicago and Alton R. R. Co., The Lawrence and Galveston Railroad Company, The United States Trust Company of New York, D. W. Wells *vs.* Leavenworth, Lawrence and Galveston Railroad Company, the sum of one hundred and ninety-five and 50-100 dollars.

$425. Against a tract of land beginning on the east line of Santa Fe street, forty-six feet north of the north of the line of Eleventh street; thence north fifty (50) feet; thence east one hundred and twenty (120) feet; thence south fifty (50) feet; thence west one hundred and twenty (120) feet to beginning, owned by The Kansas City, St. Louis and Chicago R. R. Co., Chicago and Alton R. R. Co., The Lawrence and Galveston R. R. Co., The United States Trust Company of New York, D. W Wells *vs.* Leavenworth, Lawrence and Galveston R. R. Co., the sum of four hundred and twenty-five dollars.

$701.25. Against a tract of land beginning at a point on the east line of Santa Fe street, 96 feet north of the north line of Eleventh street; thence north one hundred and fifty-four feet (154); thence east one hundred and twenty (120) feet; thence south one hundred and fifty-four (154) feet; thence west to the beginning, owned by James F. Joy, the sum of seven hundred and one and 25-100 dollars.

69 $500. Against sixty feet (60) off the north ends of lots one (1) and two (2), block three (3), in West Kansas Addition No. 2 to the city of Kansas, owned by Mary B. Morgan, C. B. Platt, trustee for Thomas Breslin, the sum of five hundred dollars.

$50. Against thirty (30) feet off the north side of the south sixty-seven (67) feet of lots one (1) and two (2), in said block three (3), said West Kansas Addition No. (2), owned by J. E. Davis, the sum of fifty dollars.

$12. Against the north seven (7) feet of the south thirty-seven (37) feet of lots one (1) and two (2), block three (3), in said West Kansas Addition No. 2, owned by the Mutual House Building Association, the sum of twelve dollars.

$50. Against the south thirty (30) feet of lots one (1) & two (2), block three (3),s aid West Kansas Addition No. 2, owned by Edward Kelly, Theodore S. Case, trustee for Mutual House Building Association, the sum of fifty dollars.

$306. Against lot three (3), block three (3), in West Kansas Addition No. 2 to the city of Kansas, owned by J. E. Lockwood and Allen Bourn, the sum of three hundred and six dollars.

$306. Against lot four (4), block three (3), in said West Kansas

Addition No. 2, owned by J. E. Lockwood and Allen Bourn, the sum of three hundred and six dollars.

$306. Against lot five (5), block three (3), in said West Kansas Addition No. 2, owned by J. E. Lockwood and Allen Bourn, the sum of three hundred and six dollars.

$306. Against lot six (6), block three (3), in said West Kansas Addition No. 2, owned by J. E. Lockwood and Allen Bourn, the sum of three hundred and six dollars.

70 $306. Against lot seven (7), block three (3), in said West Kansas Addition No. 2, owned by Allan Bourn and J. E. Lockwood, the sum of three hundred and six dollars.

$306. Against lot eight (8), block three (3), in said West Kansas Addition No. 2, owned by J. E. Lockwood and Allan Bourn, the sum of three hundred and six dollars.

$306. Against lot nine (9), block three (3), in said West Kansas Addition No. 2, owned by J. E. Lockwood and Allan Bourn, the sum of three hundred and six dollars.

$306. Against lot ten (10), block three (3), in said West Kansas Addition No. 2, owned by J. E. Lockwood and Allan Bourn, the sum of three hundred and six dollars.

$306. Against lot eleven (11), block three (3), in said West Kansas Addition No. 2, owned by J. E. Lockwood and Allan Bourn, the sum of three hundred and six dollars.

$306. Against lot twelve (12), block three (3), in said West Kansas Addition No. 2, owned by J. E. Lockwood and Allan Bourn, the sum of three hundred and six dollars.

$306. Against lot thirteen (13), block three (3), in said West Kansas Addition No. 2, owned by J. E. Lockwood and Allan Bourn, the sum of three hundred and six dollars.

$306. Against lot fourteen (14), block three (3), in said West Kansas Addition No. 2, owned by Constance Ortloff, wife of Gustave Ortloff; Gus O. L. Sauer; trustee for Dick Bros., the sum of three hundred and six dollars.

$306. Against lot fifteen (15), block three (3), in said West Kansas Addition No. 2, owned by J. E. Lockwood and Allan Bourn, the sum of three hundred and six dollars.

71 $306. Against lot sixteen (16), block three (3), in said West Kansas Addition No. 2, owned by Thomas H. Swope, the sum of three hundred and six dollars.

$102. Against lot seventeen (17), block three (3), in said West Kansas Addition No. 2, owned by Mary B. Sherwood, wife of L. H. Sherwood, the sum of one hundred and two dollars.

$102. Against lot eighteen (18), block three (3), in said West Kansas Addition No. 2, owned by Wm. McCoy, the sum of one hundred and two dollars.

$102. Against lot nineteen (19), block three (3), in said West Kansas Addition No. two (2), owned by J. E. Lockwood and Allan Bourn, the sum of one hundred and two dollars.

$102. Against lot twenty (20), block three (3), in said West Kansas Addition No. 2, owned by J. E. Lockwood and Allan Bourn, the sum of one hundred and two dollars.

$102. Against lot twenty-one (21), block three (3), in said West Kansas Addition No. 2, owned by J. E. Lockwood and Allan Bourn, the sum of one hundred and two dollars.

Against lot twenty-two (22), block three (3), in said West Kansas Addition No. 2, owned by the Weir Plow Company of Monmouth, Ill., the sum of one hundred and two dollars.

$102. Against lot twenty-three (23), block three (3), in said West Kansas Addition No. 2, owned by the Weir Plow Company of Monmouth, Ill., the sum of one hundred and two dollars.

$102. Against lot twenty-four (24), block three (3), in said West Kansas Addition No. 2, owned by the Weir Plow Company of Monmouth, Ill., the sum of one hundred and two dollars.

$102. Against lot twenty-five (25), block three (3), in said
72 West Kansas Addition No. 2, owned by J. E. Lockwood and Allan Bourn, the sum of one hundred — two dollars.

Against lot twenty-six (26), block three (3), West Kansas Addition No. 2, owned by James P. Adams, the sum of one hundred and two dollars.

$280.50. Against lot three (3), block four, in said West Kansas Addition No. 2, owned by John McCoy, the sum of two hundred and eighty and 50-100 dollars.

$280.50. Against lot four (4), block four (4), in said West Kansas Addition No. 2, owned by John McCoy, the sum of two hundred and eighty and 50-100 dollars.

$280.50. Against lot five (5), block four (4), in said West Kansas Addition No. 2, owned by Thomas H. Swope, the sum of two hundred and eighty and 50-100 dollars.

$293.25. Against lot six (6), block four, in said West Kansas Addition No. 2, owned by Thomas H. Swope, the sum of two hundred and ninety-three and 25-100 dollars.

$293.25. Against lot seven (7), block four (4), in said West Kansas Addition No. 2, owned by Bryan Durnin, the sum of two hundred and ninety-three and 25-100 dollars.

Against lot eight (8), block *block* four (4), in said West Kansas Addition No. 2, owned by Thomas Sweeney, Joseph G. Torrence, trustee for Wm. B. Spence; Solan L. Cheney, trustee for *for* Silas C. Cheney, the sum of two hundred and ninety-three and 25-100 dollars.

Against lot nine (9), block four (4), in said West Kansas Addition No. 2, owned by Thos. Sweeney, James H. Torrence, trustee for Wm. B. Spence; Solan L. Cheney, trustee for Silas C. Cheney, the
73 sum of two hundred and ninety-three and 25-100 dollars.

$97.75. Against lot ten (10), block four (4), in said West Kansas Addition No. 2, owned by the West Kansas City Land Company, the sum of ninety-seven and 75-100 dollars.

$97.75. Against lot eleven (11), block four (4), in said West Kansas Addition No. 2, owned by the West Kansas City Land Company, the sum of ninety-seven and 75-100 dollars.

$97.75. Against lot twelve (12), block four (4), in said West Kansas Addition No. 2, owned by Thomas H. Swope, the sum of ninety-seven and 75-100 dollars.

$97.75. Against lot thirteen (13), block four (4), in said West Kansas Addition No. 2, owned by Thomas H. Swope, the sum of ninety-seven and 75-100 dollars.

$93.50. Against lot fourteen (14), block four (4), in said West Kansas Addition No. 2, owned by Thos. H. Swope, the sum of ninety-three and 50-100 dollars.

$93.50. Against lot fifteen (15), block four (4), in said West Kansas Addition No. 2, owned by Thomas H. Swope, the sum of ninety-three and 50-100 dollars.

$93.50. Against lot sixteen (16), block four (4), in said West Kansas Addition No. 2, owned by John McCoy, the sum of ninety-three and 50-100 dollars.

Against lot seventeen (17), block four (4), in said West Kansas Addition No. 2, owned by John McCoy, the sum of ninety-three and 50-100 dollars.

$93.50. Against lot eighteen (18) block four (4), in said West Kansas Addition No. 2, owned by John McCoy, the sum of ninety-three and 50-100 dollars.

74 $273.50. Against lot one (1), block one (1), in said West Kansas Addition No. 2, owned by the Kansas City, St. Louis and Chicago Railroad Company, the United States Trust Company of New York, the Lawrence and Galveston Railroad Company, the Chicago and Alton Railroad Company, the sum of two hundred and three and 50-100 dollars.

$268. Against lot two (2), block one (1), in said West Kansas Addition No. 2, owned by the Kansas City, St. Louis and Chicago Railroad Company, the United States Company of New York, the Lawrence and Galveston R. R. Company, the Chicago and Alton R. R. Company, the sum of two hundred and sixty-eight dollars.

Against lot three (3), block one (1), in said West Kansas Addition No. 2, owned by the Kansas City, St. Louis and Chicago Railroad Company, the United States Trust Company of New York, the Lawrence and Galveston Railroad Company, the Chicago and Alton Railroad Company, the sum of two hundred and sixty-eight dollars.

Against lot four (4), block one (1), in said West Kansas Addition No. 2, owned by the Kansas City, St. Louis and Chicago Railroad Company, and the United States Trust Company of New York, the Lawrence and Galveston Railroad Company, the Chicago and Alton Railroad Company, the sum of two hundred and sixty-eight dollars.

$268. Against lot five (5), block one (1), in said West Kansas Addition No. 2, owned by the Kansas City, St. Louis and Chicago R. R. Company, the United States Trust Company of New York, the Lawrence and Galveston Railroad Company, the Chicago and Alton R. R. Company, the sum of two hundred and sixty-eight dollars.

75 $268. Against lot six (6), block one (1), in said West Kansas Addition No. 2, owned by the Kansas, St. Louis and Chicago R. R. Company, the United States Trust Company of New York, the Lawrence and Galveston R. R. Company, the Chicago and Alton R. R. Company, the sum of two hundred and sixty-eight dollars.

$89.50. Against lot seven (7), block one (1), in said West Kansas Addition No. 2, owned by the Kansas City, St. Louis and Chicago R. R. Company, the United States Trust Company of New York, the Lawrence and Galveston R. R. Company, the Chicago and Alton R. R. Company, the sum of eighty-nine and 50-100 dollars.

$89.50. Against lot eight (8), block one, in said West Kansas Addition No. 2, owned by the Kansas City, St. Louis and Chicago Railroad Company, the United States Trust Company of New York, the Lawrence and Galveston R. R. Company, the Chicago and Alton R. R. Company, the sum of eighty-nine and 50-100 dollars.

$89.50. Against lot nine (9), block one (1), in said West Kansas Addition No. 2, owned by the Kansas City, St. Louis and Chicago Railroad Company, the United States Trust Company of New York, Leavenworth, Lawrence and Galveston Railroad Company, the Chicago and Alton Railroad Company, the sum of eighty-nine and 50-100 dollars.

$89.50. Against lot ten (10), block one (1), in said West Kansas Addition No. 2, owned by the Kansas City, St. Louis and Chicago Railroad Company, the United States Trust Company of New York, the Lawrence and Galveston Railroad Company, the Chicago and Alton Railroad Company, the sum of eighty-nine and 50-100 dollars.

76 $89.50. Against lot eleven (11), block one (1), in said West Kansas Addition No. 2, owned by the Kansas City, St. Louis and Chicago Railroad Company, the United States Trust Company of New York, the Lawrence and Galveston Railroad Company, the Chicago and Alton Railroad Company, the sum of eighty-nine and 50-100 dollars.

$89.50. Against lot twelve (12), block one (1), in said West Kansas Addition No. 2, owned by the Kansas City, St. Louis and Chicago Railroad Company, the United States Trust Company of New York, the Lawrence and Galveston Railroad Company, the Chicago and Alton Railroad Company, the sum of eighty-nine and 50-100 dollars.

$2.00. Against a part of lot one (1), block two (2), in said West Kansas Addition No. 2, beginning at the northeast corner of said lot; thence south twenty-two (22) feet to the southeast corner of said lot; thence west six and five-tenths (6 5-10) feet, thence northeastwardly to beginning, owned by the Kansas City, Fort Scott and Gulf Railroad Company, Nathaniel Thayer, Francis Bartlett, James H. Blake, the sum of two dollars.

$6.00 Against a part of lot two (2), block two (2), in said West Kansas Addition No. 2, beginning at the northeast corner of said lot, thence west six and one-half (6 1-2) feet; thence southwestwardly to the south line of said lot; thence east thirteen (13) feet to the southeast corner of said lot; thence north to beginning, owned by the Kansas City, Fort Scott and Gulf Railroad Company, Nathaniel Thayer, Francis Bartlett, James H. Blake, the sum of six dollars.

$15.00. Against a part of lot three (3), block two (2), in said West Kansas Addition No. 2, beginning at the northeast
77 corner of said lot, thence west thirteen (13) feet; thence southwestwardly to the south line of said lot; thence east to nine-

teen and eight-tenths (19 8-10) feet to the southeast corner of said lot; thence north to beginning, owned by the Kansas City, Fort Scott, and Gulf Railroad Company, Nathaniel Thayer, Francis Bartlett, James H. Blake, the sum of fifteen dollars.

$25.00. Against a part of lot four (4), block two (2), in said West Kansas Addition No. 2, beginning at the northeast corner of said lot, thence west nineteen and eight-tenths (19 8-10) feet; thence southwestwardly to the south line of said lot; thence east twenty-five and six-tenths (25 6-10) feet to the southeast corner of said lot; thence north to beginning, owned by the Kansas City, Fort Scott and Gulf Railroad Company, Nathaniel Thayer, Francis Bartlett, James H. Blake, the sum of twenty-five dollars.

$35.00. Against a part of lot five (5), in block two, said West Kansas Addition No. 2, beginning at northeast corner of said lot, thence west twenty-five and six-tenths (25 6-10) feet; thence southwestwardly to the south line of said lot; thence east thirty-two (32) feet to the southeast corner of said lot; thence north to beginning, owned by the Kansas City, Fort Scott and Gulf Railroad Company, Nathaniel Thayer, Francis Bartlett, James H. Blake, the sum of thirty-two dollars.

$45.00. Against a part of lot six (6), block two (2), in said West Kansas Addition No. 2, beginning at the northeast corner of said lot, thence west thirty-two (32) feet; thence southwestwardly to the south line of said lot; thence east thirty-eight (38) feet to the southeast corner of said lot; thence north to beginning, owned by the Kansas City, Fort Scott and Gulf R. R. Co., Nathaniel Thayer, Fran-
78 cis Bartlett, James H. Blake, the sum of forty-five dollars.

$45.00. Against a part of lot twenty-nine (29), block two (2), in said West Kansas Addition No. 2, beginning at the northeast corner of said lot, thence west forty and 8-10 (40 8-10) feet; thence southwestwardly to the south line of said lot; thence east forty-seven and three-tenths (47 3-10) feet — the S. E. corner of said lot; thence north-to beginning, owned by the Kansas City, Fort Scott and Gulf R. R. Company, Nathaniel Thayer, Francis Bartlett, James H. Blake.

$50.00. Against a part of lot thirty (30), block two (2), in said West Kansas Addition No. 2, beginning at the northeast corner of said lot, thence west forty-seven and 3-10 (47 3-10) feet; thence southwestwardly to the south line of said lot; thence east fifty-three and 6-10 feet to the southeast corner of said lot; thence north to beginning, owned by the Kansas City, Fort Scott and Gulf R. R. Co., Nathaniel Thayer, Francis Bartlett, James H. Blake, the sum of fifty dollars.

$55.00. Against a part of lot thirty-one (31), block two (2), in said West Kansas Addition No. 2, beginning at the northeast corner of said lot, thence west fifty-three and 6-10 (53 6-10) feet; thence southwestwardly to the south line of said lot; thence east fifty-five and 2-10 (55 2-10) feet to the southeast corner of said lot; thence north to beginning, owned by the Kansas City, Fort Scott and Gulf R. R. Company, Nathaniel Thayer, Francis Bartlett, James H. Blake, the sum of fifty-five dollars.

$102. Against lot twenty-seven (27), in said block three (3), West

Kansas Addition No. 2, owned by James P. Adams, the sum of one hundred and two dollars.

79 $102. Against lot twenty-eight (28), in said block three (3), West Kansas Addition No. 2, owned by the Moline Plow Company, the sum of one hundred and two dollars.

$102. Against lot twenty-nine (29), in said block three (3), West Kansas Addition No. 2, owned by the Moline Plow Company, the sum of one hundred and two dollars.

$102. Against lot thirty (30), in said block three (3), West Kansas Addition No. two (2), owned by the Moline Plow Company, the sum of one hundred and two dollars.

$102. Against lot thirty-one (31), in said block three (3), West Kansas Addition No. 2, owned by the Moline Plow Company, the sum of one hundred and two dollars.

$102. Against lot thirty-two (32), in said block three (3), West Kansas Addition No. two (2), owned by the Moline Plow Company, the sum of one hundred and two dollars.

$280.50. Against lot one (1), block four, in said West Kansas Addition No. 2, owned by Patrick Kirby, A. A. Tomlinsen, trustee for Josiah B. Allen, the sum of two hundred and eighty and 50-100 dollars.

$280.50. Against lot two (2), block four (4), in said West Kansas Addition No. two (2), owned by Josiah B. Allen, the sum of two hundred and eighty and 50-100 dollars.

$60.00. Against a part of lot thirty-two (32), block two (2), in said West Kansas Addition No. 2, beginning at the northeast corner of said lot, thence west fifty-five and 2-10 (55 2-10) feet; thence southwestwardly to the south line of said lot; thence east fifty-seven (57) feet to the southeast corner of said lot; thence north to beginning, owned by the Kansas City, Fort Scott and Gulf R. R. Co.,

80 Nathaniel Thayer, Francis Bartlett, James H. Blake, the sum of sixty dollars.

$40.00. Against a part of lot thirty-three (33), block two (2), in said West Kansas Addition No. 2, beginning at the northeast corner of said lot, thence west fifty-seven (57) feet; thence southwestwardly to the south line of said lot; thence east fifty-seven (57) feet to a point two and one-half ($2\frac{1}{2}$) feet west of the southeast corner of said lot; thence northwardly to beginning, owned by the Kansas City, Fort Scott and Gulf Railroad Company, Nathaniel Thayer, Francis Bartlett, James H. Blake, the sum of forty dollars.

$35.00. Against a part of lot thirty-four (34), block two (2), in said West Kansas Addition No. 2, beginning at the northeast corner of said lot, thence west fifty-seven (57) feet; thence southwestwardly to the south end of said lot; thence east fifty-seven (57) feet to a point two and one-half ($2\frac{1}{2}$) feet west of the southeast corner of said lot; thence northeastwardly to beginning, owned by the Kansas City, Fort, Scott and Gulf R. R. Co., Nathaniel Thayer, Francis Bartlett, Jas. H. Blake, the sum of thirty-five dollars.

$35.00. Against a part of lots thirty-three (33) and thirty-four (34), block two (2), in said West Kansas Addition No. 2, beginning at the southeast corner of lot thirty-four (34), thence west eight and

$\frac{5}{10}$ ($8\frac{5}{10}$) feet; thence northeastwardly to the northeast corner of said lot thirty-three (33); thence south to beginning, owned by the Kan-City, St. Louis *St. Louis* and Chicago R. R. Co., the sum of thirty-five dollars.

Against a part of lot one (1), block two (2), in said West Kansas Addition No. 2, beginning at the northeast corner of said lot, thence south twenty-two (22) feet; thence east one hundred
81 and thirteen and $\frac{5}{10}$ ($113\frac{5}{10}$) feet; thence northeastwardly to the northeast corner of said lot; thence west one hundred and twenty (120) feet to beginning, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Company, Nathaniel Thayer, Josiah M. Fisher, John G. Richardson, and Charles Mariam, the sum of two hundred and fifty-three dollars.

$249.00. Against a part of lot two (2), block two (2), in said West Kansas Addition No. 2, beginning at the northwest corner of said lot, thence south twenty-one (21) feet; thence east one hundred and seven (107) feet; thence northeastwardly to a point six and 5-10 (6 5-10) feet west of the north corner of said lot; thence west (113 5-10) feet to beginning, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, and Charles Merriam, the sum of two hundred and forty-nine dollars.

$240.00. Against a part of lot three (3), block two (2), in said West Kansas Addition No. 2, beginning at the northwest corner of said lot, thence south twenty-one (21) feet; thence east one hundred and two-tenths (100 2-10) feet; thence northeastwardly to a point thirteen (13) feet west of the northeast corner of said lot; thence west one hundred and seven (107) feet to beginning, owned by the Kansas City, St. Joe and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of two hundred and forty dollars.

$230. Against part of lot four (4), block two (2), in said West Kansas Addition No. 2, beginning at the northwest corner of said lot, thence south twenty-one (21) feet; thence east ninety-four and 4-10 feet; thence northeastwardly to a point 19 8-10 feet
82 west of the northeast corner of said lot; thence west one hundred and two-tenths (100 2-10) feet to beginning, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of two hundred and thirty dollars.

$220. Against a part of lot five (5), block two (2), in said West Kansas Addition No. 2, beginning at the northwest corner of said lot, thence south twenty-one (21) feet; thence eastwardly to a point twenty-five and 6-10 feet west of the northeast corner of said lot; thence west ninety-four and 4-10 feet to beginning, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, and Charles Merriam, the sum of two hundred and twenty dollars.

Against a part of lot six (6), block two (2), in said West Kansas Addition No. 2, beginning at the northwest corner of said lot, thence south twenty-one (21) feet; thence east eighty-two (82) feet; thence

northeastwardly to a point thirty-two (32) feet west of the northeast corner of said lot; thence west eighty-eight feet to beginning, owned by the Kansas City, St. Joe and Council Bluffs, Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of two hundred and ten dollars.

Against a part of lot twenty-nine (29), in block two (2), in said West Kansas Addition No. 2, beginning at the northwest corner of said lot, thence south twenty-one (21) feet; thence east seventy-two and 7-10 (72 7-10) feet; thence northeastwardly to a point forty-one & 8-10 (41 8-10) feet west of the northeast corner of said lot; thence west seventy-eight & 2-10 (78 2-10) feet to beginning, owned by the Kansas City, St. Joe and Council Bluffs R. R. Co., Nathaniel
83 Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of forty dollars.

Against a part of lot thirty (30), block two (2), in said West Kansas Addition No. 2, beginning at the northwest corner of said lot, thence south twenty-one (21) feet; thence east sixty-six and 4-10 (66 4-10) feet; thence northeastwardly to a point forty-seven and 3-10 (47 3-10) feet west of the northeast corner of said lot; thence west seventy-two and 7-10 (72 7-10) feet to beginning, owned by the Kansas City, St. Joe and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of thirty-five dollars.

Against a part of lot thirty-one (31), block two (2), in said West Kansas Addition No. 2, beginning at the northwest corner of said lot, thence south twenty-one (21) feet; thence east sixty-four and 8-10 (64 8-10) feet; thence northeastwardly to a point fifty-three (53 6-10) feet west of the northeast corner of said lot; thence west sixty-six and 4-10 (66 4-10) feet to beginning, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Company, Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Chas. Merriam, the sum of thirty dollars.

Against a part of lot thirty-two (32), block two (2), in said West Kansas Addition No. 2, beginning at the northwest corner of said lot, thence south twenty-one (21) feet; thence east sixty-three (63) feet; thence northeastwardly to a point fifty-five (55 2-10) feet west of the northeast corner of said lot; thence west sixty-four and 8-10 (64 8-10) feet to beginning, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Company, Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of
84 twenty-five dollars.

Against a part of lot thirty-three (33), block two (2), in said West Kansas Addition No. 2, beginning at the northwest corner of said lot, thence south twenty-one (21) feet; thence east sixty and 5-10 (60 5-10) feet; thence northeastwardly to a point fifty-seven (57) feet west of the northeast corner of said lot; thence sixty-three (63) feet to beginning, owned by the Kansas City, St. Joe and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of thirty dollars.

Against a part of lot thirty-four (34), block two (2), in said West Kansas Addition No. 2, beginning at the northwest corner of said

lot, thence south twenty-two (22) feet; thence east fifty-four and 5-10 (54 5-10) feet; thence northeastwardly to a point fifty-nine & 2-10 (59 2-10) feet west of the northeast corner of said lot; thence west sixty and 5-10 (60 5-10) feet to beginning, owned by the Kansas City, St. Joe and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Chas. Merriam, the sum of thirty dollars.

Against lot seven (7), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joe and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Chas. Merriam, the sum of three hundred and six dollars.

Against lot eight (8), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Chas. Merriam, the sum of three hundred and six dollars.

85 Against lot nine (9), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Chas. Merriam, the sum of three hundred and six dollars.

Against lot ten (10), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of three hundred and six dollars.

Against lot eleven (11), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Chas. Merriam, the sum of three hundred and six dollars.

Against lot twelve (12), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of three hundred and six dollars.

Against lot thirteen (13), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of three hundred and six dollars.

Against lot fourteen (14), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Chas. Merriam, the sum of three hundred and six dollars.

86 Against lot fifteen (15), block two (2), in said West Kansas Addition No. 2, owned by Martha E. Chase, wife of Chas. A. Chase, the sum of three hundred and six dollars.

Against lot sixteen (16), block two (2), in said West Kansas Addition No. 2, owned by Martha E. Chase, wife of Chas. A. Chase, the sum of three hundred and six dollars.

Against lot seventeen (17), block two (2), in said West Kansas Addition No. 2, owned by Anna L. Grable, Louisa Cheney, and Volney Cheney, the sum of three hundred and six dollars.

Against lot eighteen (18), block two (2), in said West Kansas Addi-

tion No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of one hundred and two dollars.

Against lot nineteen (19), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of one hundred and two dollars.

Against lot twenty (20), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Chas. Merriam, the sum of one hundred and two dollars.

Against lot twenty-one (21), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of one hundred and two dollars.

87 Against lot twenty-two (22), block two (2), in said West Kansas Addition, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of one hundred and two dollars.

Against lot twenty-three (23), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of one hundred and two dollars.

Against lot twenty-four (24), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of one hundred and two dollars.

Against lot twenty-five (25), block two (2), in said West Kansas Addition No. 2, owned by the Kans-s City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of one hundred and two dollars.

Against lot twenty-six (26), in block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of one hundred and two dollars.

Against lot twenty-seven (27), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of one hundred and two dollars.

88 Against lot twenty-eight (28), block two (2), in said West Kansas Addition No. 2, owned by the Kansas City, St. Joseph and Council Bluffs R. R. Co., Nathaniel Thayer, Josiah M. Fiske, John G. Richardson, Charles Merriam, the sum of one hundred and two dollars.

89 Against a tract of land beginning at the intersection of the north line of the street established by said ordinance, with the east line of the southwest quarter of the northwest quarter of section six (6), township forty-nine (49), range thirty-three (33), thence north three hundred and forty (340) feet to the south line of

Tenth street; thence southwestwardly parallel with the north line of the street established by said ordinance to an intersection with the south line of the lands owned by the Missouri Pacific R. R. Company; thence southwestwardly along the south line of said land to the State line between Missouri and Kansas; thence south along said State line to the north line of the street established by said ordinance; thence northeastwardly along the north line of said street to beginning, owned by the Union Pacific Railway Company, Kansas Division; The Kansas Pacific Railway *Pacific Railway* Company, Hudson E. Bridge, John P. Devereux, trustee for Adolphus Meier, Charles S. Greebe, John D. Perry, and Stephen M. Edgell; Wm. J. Lewis, Cyrus B. Burnham, trustees for Charles S. Greeley; Wm. J. Lewis, Cyrus B. Burnham, trustees; Jay Gould, Russell Sage; John A. Stewart, trustee for Herman R. Baltzar; Wm. G. Saaks, and the Kansas City Elevator Company, the sum of twelve thousand three hundred and twenty-five and 25-100 dollars.

Against a tract of land beginning at the intersection of the north line of the land of the Union Pacific Railway Company, Kansas Division, with the State line between Missouri and Kansas, said point being three hundred and five (305) feet north of the north line of the street established by said ordinance; thence north thirty-six (36) feet; thence northeastwardly parallel with the north line of said street four hundred and eighty (480) feet; thence
90 southwestwardly five hundred (500) feet to beginning, and owned by the Missouri Pacific Railway Company, Solan Humphreys, Henry F. Vaile, James Pannett, Rufus J. Lackland, Dwight Durkee, Henry F. Vaile, James D. Fish, National Trust Company of New York, U. A. Murdock; James Pennett and Luther C. Clarke, trustees; E. D. Morgan, and Joseph Seligman, the sum of five dollars.

LOUIS HAMMERSLOUGH.
JOSEPH HAAG.
RICHARD EVERINGHAM.
D. H. PORTER.
WM. WESTON.
JAMES HEWSON.

Afterwards, on the 7th day of February, 1881, the mayor of said city of Kansas reported said verdict, together with the proceedings of such condemnation, to the common council, then in special session assembled, said report being in words and figures as follows, to wit:

KANSAS CITY, MO., *Feb'y 7th*, 1881.

To the honorable common council of the city of Kansas.

GENTLEMEN: I herewith submit for your consideration the verdict and proceedings taken and had in the matter of widening Twelfth street under ordinance No. 19272.

Respect'y, ——— ———, *Mayor.*

Afterwards, on the 25th day of February, A. D. 1881, the common council of the city of Kansas duly confirmed said verdict and proceedings by the passage of an ordinance No. 20108, which ordinance

became a law on the 25th day of February, A. D. 1881, and is in words and figures as follows, to wit:

91 An ordinance to confirm the verdict and proceeding in a certain matter.

Be it ordained by the common council of the city of Kansas:

SECTION 1. That the verdict and proceedings (reported to the common council Feb'y 24th, 1881, by the mayor) rendered and taken in causing to be ascertained and assessed by a jury just compensation to be paid for private property taken for the purpose specified in ordinance No. 19272, entitled "An ordinance to amend an ordinance to widen a part of Twelfth street, approved April 22nd, 1880, be, and the same are hereby, confirmed.

SECTION 2. One dollar is hereby appropriated to pay the sum assessed against the city by said verdict, approved Feb'y 25th, 1881.

——— ———, *Mayor.*

Attest: [SEAL.] V. D. CALLAHAN,
City Clerk.

I hereby certify that there are funds in the city treasury to the credit of the street and alley fund heretofore unappropriated to meet the requirements of the foregoing ordinance.

NATH'L GRANT, *Comptroller.*

Afterwards, on the 27th day of February, A. D. 1881, C. A. Chase, mayor of the city of Kansas, made the following order:

MAYOR'S OFFICE,
KANSAS CITY, Mo., *Feb'y 27th*, 1881.

In the matter of the proceedings to ascertain and assess just compensation for private property taken for public use for the purpose specified in the ordinance of the city of Kansas No. 19272,
92 entitled "An ordinance to amend an ordinance to widen a part of Twelfth street, approved April 22nd, 1880, the verdict and proceedings herein having been reported by the common council, by the mayor and the common council, by an ordinance No. 20525, entitled "An ordinance to confirm the verdict and proceedings in a certain matter, approved Feb'y 25th, 1881, having confirmed said verdict, it is by the mayor ordered, considered, and adjudged that the city of Kansas, Missouri, have and hold the property sought to be taken for the purpose specified in said ordinance No. 19272, approved April 22nd, 1880, and pay therefor the sum assessed against the city of Kansas, viz., one dollar, as full compensation assessed therefor against said city, and that the several lots and parcels of private property assessed to pay compensation by said verdict stand charged and be bound respectively for the payment of the assessments, with interest thereon according to law.

——— ———, *Mayor.*

Attest: V. D. CALLAHAN,
City Clerk.

Afterwards the following affidavits for appeal were filed in the office of the city clerk on the following dates, to wit:

Affidavits for Appeal.

THE COUNTY OF JACKSON, Pl'ff,
vs.
JOS. KEARNEY, JOHN C. MAHONEY *et al.*, Def'ts.

In the matter of opening and widening 12th street, West Kansas, under the provisions of ordinance No. 19272.

JACKSON COUNTY, Mo.:

John C. Mahoney, for himself and James Kearney, being sworn, upon his oath says: That their application for an appeal is
93 not made for vexation or delay, but because they believe the appellants to be injured by the verdict of the jury in the above-entitled cause.

JOHN C. MAHONEY,
Appellant.

Sworn to and subscribed before me, this 28th day of Feb'y, A. D. 1881. Term expires Apr. 14, '81.

[SEAL.] J. E. GUINOTTE,
Notary Public.

STATE OF MISSOURI, *County of Jackson:*

In the matter of the proceedings of the city of Kansas, Missouri, by its mayor and council, appropriating private property under an ordinance of said city numbered 19272, entitled an ordinance to amend an ordinance to widen a part of Twelfth street, approved April 22d, 1880, and assessing certain property under said ordinance to compensate for the taking of private property for the purposes specified in said ordinance, said proceedings being against Hudson E. Bridge and others, among whom is the Kansas City, St. Joseph and Council Bluffs Railroad Company, and against Alex. Armstrong and said company and others.

Now comes J. F. Barnard and prays for an appeal from verdict of the jury empanelled in the above-entitled proceedings and the action of the council of the city of Kansas confirming their said verdict and award on behalf of the Kansas City, St. Joseph and Council Bluffs R. R. Company, one of the parties defendant therein, as the owner of certain lands taken for the purposes specified in said above-mentioned ordinance No. 19272, and whose property has also been assessed to pay and compensate the owners of
94 property taken under said ordinance, and for cause of his said motion states the compensation award to the Kansas City, St. Joseph and Council Bluffs R. R. Company for its property taken under said ordinance is inadequate; that the amount assessed against it for supposed benefits accruing to it by the opening of said street is unjust and unauthorized by law, and being duly sworn on his oath states that this application is made by him for him for and

on behalf of said company as the general superintendent thereof; that it is not made for the purposes of vexation or delay, but because he verily believes his said company injured and aggrieved by verdict of the jury and the judgment and confirmation of the council of said city thereon.

J. F. BARNARD.

Subscribed and sworn to before, me a notary public in and for Buchanan county, at my office, this 9th day of March, 1881. My commission expires Oct. 25th, '82.

C. A. MOSSMAN,
Notary Public.

In the Mayor's Court, City of Kansas, Jackson county, Missouri.

In the matter of widening Twelfth (12th) street, under an ordinance of the common council of said city No. 19272.

CITY OF KANSAS *vs.* MOLINE PLOW COMPANY.

STATE OF MISSOURI, } ss:
County of Jackson, }

J. C. Mickle, being duly sworn, upon his oath, says: That he is agent and manager of said Moline Plow Company, the above-named defendant, and makes this affidavit for it; and that this application for an appeal from the verdict of the jury in the above-entitled
95 cause is not made for vexation or delay, — because said defendant feels aggrieved, and because this affiant believes said defendant is injured by said verdict.

J. C. MICKLE.

Subscribed and sworn to before me, a notary public in and for Jackson county, Missouri, this 4th day of March, 1881. My commission will expire Mar. 15th, 1882.

JOHN A. ROSS,
Notary Public, Jackson County, Mo.

In the matter of widening Twelfth street, under ordinance of the City of Kansas No. 19272.

THE CITY OF KANSAS
vs.
THE KANSAS CITY, ST. LOUIS AND CHICAGO R. R. CO. *et al.*

STATE OF MISSOURI, } ss:
County of Jackson, }

This affiant states that he is attorney and agent for the Kansas City, St. Louis and Chicago R. R. Co., defendant therein; is not made for vexation or delay, but because this affiant believes that the affiant is injured by the verdict of the jury.

TURNER A. GILL.

Subscribed and sworn to before me this Feb'y 28, 1881. My commission will expire Dec. 10th, 1881.

GARDNER LATHROP,
Notary Public.

Affidavit of Annie M. Costello, wife of W. P. Costello, appellant to the circuit court of Jackson county, Mo., at Kansas City, from the verdict of the jury and the approval thereof by the common council of the said city in the matter of the City of Kansas.

96 In the matter of John Mahoney and others in the widening of Twelfth street, under ordinance No. 19272, in which said city condemned and took for public use of the private property of the said Annie M. Costello, lot five (5) in block No. fifty-eight (58), in Turner & Co.'s Addition, West Twelfth street, in said city of Kansas, allowing her therefor $923.60.

STATE OF MISSOURI, } *ss:*
County of Jackson, }

The said Annie M. Costello, being duly sworn, upon oath says: That the application for an appeal in the above-entitled matter as above set forth is not made for vexation or delay, but because she believes the appellant is injured by the action and verdict of said jury and the approval of the same by the said common council.

ANNIE M. COSTELLO.

Subscribed and sworn to before me, this 9th day of March, 1881. My commission expires April 2d, 1883.

P. M. AUSTIN,
Notary Public, Jackson Co., Mo.

THE CITY OF KANSAS, Pl'ff, *vs.* JOHN MAHONEY *et al.*, Def'ts.

In the matter of widening Twelfth street, under ordinance of the city of Kansas No. 19272.

The affidavit, Geo. W. Root, makes oath and says: He is the agent of the Weir Plow Company, one of the defendants in the above-entitled cause; that he believes and therefore states that the
97 said Weir Plow Company is aggrieved and injured by the verdict of the jury empanelled by the mayor, or in the above-entitled cause, and that, therefore, said Weir Plow Company asks an appeal from said verdict to the circuit court of said county.

GEO. W. ROOT.

Subscribed and sworn to before me, this 2d day of March. Witness my hand and notarial seal.

[SEAL.] HENRY M. WITHERS,
Notary Public.

Affidavit and Application for Appeal.

THE CITY OF KANSAS, *County of Jackson, State of* Missouri:

THE CITY OF KANSAS
vs.
THE UNION PACIFIC R. R. CO., KANSAS DIVISION, AND THE KANSAS PACIFIC R. R. CO. *et al.*

In the matter of widening a part of Twelfth street, in said city of Kansas, under an ordinance of said city No. 19272, and entitled "An ordinance to amend an ordinance to widen a part of Twelfth street."

This affiant, attorney for the above-named defendants and appel-

lants, and in their behalf in the proceedings aforesaid, being duly sworn, upon his oath, says: That the application for appeal by the above-named defendants from the verdict of the jury rendered in the proceedings aforesaid on the 11th day of December, 1880, and the confirmation thereof by the common council of the city of Kansas on the 24th day of February, 1881, is not made for vexation or delay, but because affiant believes appellants are injured by the verdict of the jury aforesaid by the confirmation thereof.

JOHN W. BEEBE,
Att'y for the Union Pacific R. R. Co.

98 Subscribed and sworn to before me, on the — day of March, 1881. My commission expires on Oct. 27th, 1884.

[SEAL.] V. D. CALLAHAN,
Notary Public.

In the matter of the widening of Twelfth street as per the provisions of ordinance No. 19272.

THE CITY OF KANSAS *vs.* JOHN LLOYD *et al.*

John Lloyd, being duly sworn, upon his oath says: That this application for an appeal is not made for vexation or delay, but because he believes he has been injured by the verdict of the jury in the above-entitled cause.

JOHN LLOYD.

Subscribed and sworn to before me this 11th day of March, A. D. 1881. My commission expires April 14th, 1881.

[SEAL.] J. E. GUINOTTE,
Notary Public.

I, V. D. Callahan, city clerk of the city of Kansas, in Kaw township, Jackson county, Mo., do hereby certify that the foregoing is a complete transcript of the proceedings and all papers used in the trial before the mayor of the city of Kansas, Jackson county, Mo., in the matter of ascertaining the compensation to be paid for private property taken for the purpose of widening Twelfth street, West Kansas, and of making assessments to pay for the same, under ordinance of the city of Kansas No. 19272, entitled "An ordinance to amend an ordinance to widen a part of Twelfth street," approved April 22d, 1880, as the same appears of record in my office.

99 In testimony whereof, I have hereunto set my hand and affixed the seal of the city of Kansas, this 12th day of March, A. D. 1881.

[SEAL.] V. D. CALLAHAN,
City Clerk of the City of Kansas.

And afterwards, to wit, at the April term, 1881, of said circuit court of Jackson county, and on the 5th day of said term, the same being the 15th day of April, 1881, the following further proceedings were had and made herein, to wit:

In the matter of the condemnation of private property taken for the widening of Twelfth street.

THE CITY OF KANSAS
vs.
THE ST. LOUIS, KANSAS CITY AND CHICAGO R. R. CO. *et al.*

This day come the Union Pacific Railway Company, one of the defendants in the cause, by its attorney, and enters herein its appearance, and files its petition, supported by affidavit, for the removal of this cause for trial to be had in the circuit court of the United States for the western division of the western district of Missouri, and also files bond with security conditioned that it will enter in said United States circuit court, on the first day of its next session, copies of the proceedings against it in said cause. Such petition being filed and security offered in compliance with the laws of the United States relating to the removal of causes from the State courts. Which said petition and affidavit are in the words and figures following, to wit:

In the Circuit Court of Jackson County, State of Missouri.

THE CITY OF KANSAS
vs.
100 THE UNION PACIFIC RAILWAY COMPANY and others.

In the matter of widening a part of Twelfth street, as per ordinance of the city of Kansas, No. 19272.

Petition for removal to the circuit court of the United States for the western division of the western district of Missouri.

To said circuit court of Jackson county:

Your petitioner, the Union Pacific Railway Company, made a party to this proceeding by the city of Kansas, in the matter above entitled, and in manner and form as shown in the transcript of the proceedings before the mayor and council of said city, appeared to this court by this petitioner and others, pursuant to the statute in such cases made and provided, named in said proceedings as the Union Pacific Railway Company, Kansas Division, respectfully states and shows to this honorable court that the true corporate name is the Union Pacific Railway Company, and that it is a corporation and not a banking company, and that it was and is organized under a law of the United States, to wit, the act of Congress entitled "An act to aid in the construction of a railroad and telegraph line from the Missouri river to the Pacific Ocean, and to secure to the Government the use of the same for postal, military, and other purposes," approved July 1st, 1862, and the several acts of Congress amendatory thereof and supplemental thereto, and that, pursuant to the 16th section of said act of July 1st, 1862, and the 16th section of the amendatory act of July 2, 1864, your petitioner, on the first day of February, 1880, in conformity to *to* said laws, by agreement by and between the Union Pacific Railway Company, the Kansas Pacific Railway Company, formerly known by the name of the Union

Pacific Railway Company, Eastern Division, and the Denver Pacific Railway and Telegraph Company, mentioned and specified
101 in the act of Congress of March 3d, 1869, being an act entitled "An act to authorize the transfer of lands granted to the Union Pacific Railway Company, Eastern Division, between Denver and the point of its junction with the Union Pacific Railroad, to the Denver Pacific Railway and Telegraph Company, and to expedi*a*te the completion of railroad to Denver, in the Territory of Colorado," became and was a corporation consolidated by the uniting of the three companies in one, under the name and style of the Union Pacific Railway Company, made party to this suit by the said city of Kansas.

And your petitioner, by agreement of said constituent companies, succeeded to, had, and possessed all the rights and privileges and property, real and personal, which was of said constituent companies or either of them, and that at the time of commencement of this proceeding your petitioner had owned and possessed, exclusive of all other rights and claims, the tract of land described in said proceeding, as follows:

Beginning at southeast corner of southwest quarter of the northwest quarter of section six, township forty-nine, range thirty-three; thence north twenty-one and eight-tenths feet to the north line of the street established by the aforesaid ordinance; thence southwestwardly along the line of said street fourteen hundred and forty feet to the State line between Missouri and Kansas; thence south twenty-one and eight-tenths feet to the north line of Twelfth street, as established by the recorded plat of Depot Addition to the city of Kansas; thence northeastwardly along said north line of Twelfth street to the place of beginning. And beginning at the intersection of the north line of the street established by the aforesaid ordinance
102 with the east line of the southeast quarter of the southwest quarter of section six, township forty-nine, range thirty-three; thence north three hundred and forty feet to the south line of Tenth street; thence southwestwardly, parallel with the north line of the street established by the aforesaid ordinance, to an intersection with the south line of the lands owned by the Missouri Pacific Railway Company; thence southwestwardly along the south line of said lands to the State line between Missouri and Kansas; thence south along said State line to the north line of the street established by the aforesaid ordinance; thence northeastwardly along the north line of said street to the place of beginning; and that the same had been acquired by the Kansas Pacific Railway Company for depot and other railway purposes by authority of law, and that your petitioner held said land for said purposes and was occupying the same in part for such purposes at the time of the commencement of the proceedings and was about to appropriate the residue thereof to such use, the increase of business of your petitioner making it imperatively necessary that it should be so occupied.

Your petitioner distinctly avers that it is a corporation, not banking, organized under the laws of the United States; that it holds and possesses said property pursuant to such laws; that it has a de-

fence in this action arising under and by virtue of the laws of the United States hereinbefore referred to; and your petitioner desires that said cause may be removed into said circuit court of the United States for trial pursuant to section 640 of the Revised Statutes of the United States. Your petitioner further states that the matter in dispute in this cause, in which your petitioner is interested, ex-
103 ceeds the sum of five hundred dollars, exclusive of costs; and further, that this suit has not been tried, but is now pending for trial on appeal in the circuit court of Jackson county, Missouri.

Your petitioner further says that it offers herewith its bond, executed by S. T. Smith and J. O. Brinkerhoff, as its sureties, in the penal sum of five hundred dollars, conditioned as required by act of Congress.

Your petitioner therefore prays that the said bond may be accepted as good and sufficient, according to the act of Congress, and that the said suit may be removed into the next circuit court of the United States in and for the western division of the western district of Missouri, pursuant to the aforesaid acts of Congress in such case made and provided, and that no further proceedings may be had therein in this court, and your petitioner will ever pray.

J. P. USHER,
JOHN W. BEEBE,
CHAS. MONROE,
Attorneys for Petitioner.

STATE OF MISSOURI, } ss:
Jackson County, }

J. P. Usher, being first duly sworn, says: That he is attorney for the Union Pacific Railway Company, petitioner in the foregoing petition; that he prepared said petition, and that the statements and allegations therein contained are true.

J. P. USHER.

Subscribed and sworn to before me, this 15th day of April, 1881.
WALLACE LAWS, *Clerk*,
By JNO. C. WALLACE, *Dept.*

Which said bond is in the words and figures following, to wit:

104 Know all men by these presents, that we, S. T. Smith and J. O. Brinkerhoff, of Jackson county, Missouri, are held and firmly bound unto the city of Kansas in the penal sum of five hundred dollars, lawful money of the United States, for the payment of which, well and truly to be made to said city of Kansas, its successors and assigns, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if the Union Pacific Railway Company shall enter and file, or cause to be entered and filed, in the next United States circuit court, in and for the western division of the western district of Missouri, on the first day of its session, copies of all process, pleadings, depositions, testimony, and other proceedings in a certain suit or action now pending in the cir-

cuit court of Jackson county, State of Missouri, in which The City of Kansas is plaintiff and The Union Pacific Railway Company and others are defendants, and shall do such other appropriate acts as by the act of Congress in that behalf are required to be done upon the removal of such suit from said *statement* into the said United States circuit court, then this obligation to be void; otherwise of force.

Dated April 14th, 1881.

S. T. SMITH. [SEAL.]
J. O. BRINKERHOFF. [SEAL.]

STATE OF MISSOURI, } ss:
County of Jackson, }

I, S. T. Smith, of said county, one of the sureties named in the foregoing bond, being duly sworn, do depose and say: That I am a resident of the State of Missouri, and a property-holder there-
105 in; that I am worth the sum of five hundred dollars over and above all my debts and liabilities, and exclusive of property exempt by law from execution; that I have property in the State of Missouri of the value of more than five hundred dollars.

S. T. SMITH.

Subscribed and sworn to before me, this 14 day of April, 1881. My commission expires Ap'l 22, '82.

[SEAL.] J. W. GRIFFITH,
Notary Public.

STATE OF MISSOURI, } ss:
Jackson County, }

I, J. O. Brinkerhoff, of said county, one of the sureties named in the foregoing bond, being first duly sworn, do depose and say: That I am a resident of the State of Missouri and a property-holder therein; that I am worth the sum of five hundred dollars over and above all my debts and liabilities, and exclusive of property exempt by law from execution; that I have property in the State of Missouri liable to execution of the value of more than five hundred dollars.

J. O. BRINKERHOFF.

Subscribed and sworn to before me, this 14th day of April, 1881. My commission expires April 22, '82.

[SEAL.] J. W. GRIFFITH,
Notary Public.

And afterwards, to wit, at said regular April term, 1881, of said court, and on the 34th day of said term, the same being the 23d day of April, 1881, the following further proceedings were had herein, to wit:

THE CITY OF KANSAS }
vs. } 1062.
THE ST. LOUIS, KANSAS CITY AND CHICAGO R. R. Co. *et al.* }

106 On this day come the plaintiff herein, The City of Kansas, by D. S. Twitchell, its attorney, and come the defendants, The

Union Pacific Railway Company, by J. P. Usher, John W. Beebe, and Chas. Monroe, its attorney-, and the application of the Union Pacific Railway Company for the removal of this cause to the circuit court of the United States for the western division of the western district of Missouri come on to be heard, and the court, being well advised in the premises, hereby approves the bonds for such removal filed by said Union Pacific Railway Company, and it is hereby ordered that this cause be removed to the circuit court of the United States for the western division of the western district of Missouri; to which ruling of the court plaintiff duly excepted.

THE STATE OF MISSOURI, *The County of Jackson:*

I, Wallace Laws, clerk of the circuit court in and for Jackson county aforesaid, do certify that the foregoing is a full, true, and perfect transcript of the record and proceedings had and made in a cause lately pending in said court, wherein The City of Kansas was plaintiff and The St. Louis, Kansas City and Chicago Railroad Company *et al.* are defendants, as the same now remains on file and of record in my office.

In witness whereof, I, Wallace Laws, clerk of said circuit court, hereunto set my hand and affix the seal of said court, at office, in Kansas City, this 23rd day of May, 1881.

[SEAL.] WALLACE LAWS, *Clerk.*

107 And afterwards, to wit, on the 25th day of May, and at the regular May term, 1881, of said court, the following entry appears of record, to wit:

CITY OF KANSAS
against
UNION PACIFIC RAILWAY CO. *et al.* } 357.

This day comes plaintiff, by its attorney, and files motion to remand.

Which said motion to remand is in words and figures as follows, to wit:

In the Circuit Court of the United States for the Western Division of the Western District of Missouri. May Term, A. D. 1881.

THE CITY OF KANSAS, Pl'ff,
vs.
THE UNION PACIFIC RAILWAY COMPANY *et al.*, Def'ts.

In the matter of the Twelfth street condemnation.

And now comes the plaintiff, by her counsel, and moves this honorable court for an order remanding the above-entitled cause to the circuit court of Jackson county, Missouri Division No. 2, at Kansas City, for the following reasons:

First. Because this court has no jurisdiction of this cause.

Second. Because the petition for removal does not allege any legal ground for the removal of this cause to this court.

Third. Because only one of the defendants, The Union Pacific

Railway Company, petitions for removal, and because this proceeding is not one in which there can be a final determination of the controversy as to the said Union Pacific Railway Company
108 without the presence of the other defendants.

Fourth. Because the controversy in this proceeding is partially between parties who are citizens of the State of Missouri, and not wholly between citizens of different States, between whom it can be fully determined.

Fifth. Because the controversy and matters involved in this proceeding are not wholly as to the liability or interests to be affected by the Union Pacific Railway Company, but involves questions as to rights of property in which other defendants are interested, and for the further reason that section 640 of the Revised Statutes of the United States does not contemplate or include a proceeding of this kind, and that the Union Pacific Railway Company, defendant, has not any defence to this proceeding arising under or by virtue of the Constitution, or of any treaty or law of the United States.

D. S. TWITCHELL,
City Counsellor.

And afterwards, to wit, at the regular May term of said court, and on the 26th day of May, A. D. 1881, the following entry appears of record, to wit:

CITY OF KANSAS
against
UNION PACIFIC RAILWAY CO. } 357.

This day come the parties by their attorneys, and thereupon the motion to remand is argued by counsel and submitted on written or printed arguments and briefs, to be filed by counsel.

And afterwards, to wit, on the 25th day of May, 1882, and at the regular May term of said court, the following statement and specification affirming jurisdiction was filed, to wit:

109 In the Circuit Court of the United States for the Western Division of the Western District of Missouri.

CITY OF KANSAS *vs.* THE UNION PACIFIC RAILWAY COMPANY *et al.*

In the matter of the petition for removal.

Upon the reading and filing the opinion and decision of the court, made a part of the record in this cause pursuant to the suggestion and direction of the court, the said railway company makes the following statements, which, being true, show that this court has the jurisdiction to try, decide, and finally dispose of this cause:

1. The Kansas Pacific Railway Company, one of the constituent companies, consolidated as specified in the pleadings in this cause, was incorporated by the Territorial Legislature of Kansas in 1855, by an act entitled "An act to incorporate the Leavenworth, Lawrence and Western Railroad Company," and by that name and title is known and described in the acts of Congress approved July 1, 1862,

and July 2, 1864, in the petition mentioned; also in subsequent acts upon the same subject-matter.

2. That by the charter of said railroad company it was not authorized to build the railroad from the State line at the mouth of the Kansas river along the valley of the river west to Lawrence, in Kansas.

3. That by the acts of Congress aforesaid said railroad company was required to build such line in manner and form as in said acts is specified.

4. That said railway company accepted the acts of Congress in manner and form as therein required, and did proceed to con-
110 struct said railroad as therein required, and pending such construction the State of Missouri, by its Legislature, passed the act entitled "An act relating to the Union Pacific Railway, Eastern Division," approved Feb. 20, 1865, being the same corporation above mentioned, authorizing said company to extend its track within the limits of the State of Missouri, and to acquire depot grounds therein, which act said railroad company duly accepted, and soon thereafter availed itself of the provisions thereof by extending its track from the State line to the line of the Pacific Railroad of Missouri, also in said acts of Congress mentioned, and did acquire upon the line of its said railroad abutting upon the State line between Missouri and Kansas depot grounds, to be used for switches, side tracks, and depot buildings, all of which are absolutely and essential to be used and occupied in all their parts in the handling and transaction of the business of the company in the public service for which said railroad was constructed under the direction and by the authority of the acts of Congress aforesaid, all of which was done before the institution of the proceedings in question by the city of Kansas; that said railroad and depot grounds are essential to the safe, prudent, and convenient operation of the railroad and cannot be dispensed with; that said depot grounds are appurtenant to the railroad; that the United States, under and pursuant to the acts of Congress, advanced its bonds to said railroad company at and after the rate of sixteen thousand dollars per mile, from the State line aforesaid to the 393 15-16 mile post west, toward Denver, aggregating more than six millions three hundred thousand dollars, all of which remain unpaid with large sums of accumulated interest, and that by the terms of said acts of Congress the United States has a mortgage upon all of said railroad, together with said depot ground and connecting
111 lines hereinbefore mentioned, the same being appurtenances to said railroad and including the property in controversy herein; and that if the claim and pretences of the city to convert a portion of said property into a street for the public use, and subject the residue thereof to sale for the payment of damages, as by the charter of the city is required to be done, are sustained and made effectual, the property interest of the United States in said depot grounds will be greatly abridged, if not entirely lost; that in addition to the lien of the United States upon the railroad in question for the repayment of its advance all the way of said railroad which lay over the public lands at the time of the passage of the act of

1862, including the Indian lands of the Delawares and Pottawatomies, was by said act granted to said company upon the condition in said acts stated, and that said grants are made less valuable to the company in the operation of its road for the public use and welfare, and the lien of the United States is and will be impaired by the conversion of its terminal facilities at Kansas City, as in said ordinance is proposed, from which and the action of the city authorities this appeal is taken.

5. That said railway company, on the 20th of June, 1869, executed its third mortgage upon all its railroad to John A. Stewart, John Edgar Thompson, and Adolphus Meier, to secure the payment of bonds amounting to six millions five hundred thousand dollars, which mortgage is yet in full force and unsatisfied; that the depot property sought to be condemned and taxed is not specifically described, but is included as an appurtenant, and by the parties so understood, and since treated as a part of the mortgaged property;

112 that Thompson is dead, and Meier has been removed from the trust, and Stewart is made a party to this proceeding, having no other interest than that of mortgagee of the depot grounds sought to be condemned, of which he was sole trustee when these proceedings were commenced, and then and now a citizen of the State of New York.

A. L. WILLIAMS,
J. P. USHER,
C. MONROE,
For R. W. Co.

And afterwards, to wit, at the regular October term of said court, and on the 11th day of November, 1882, the following entry appears of record, to wit:

THE CITY OF KANSAS
against
UNION PACIFIC R. R. Co. *et al.* } 357.

This day come the parties, by their attorneys, and the premises having now been duly considered, it is ordered that the motion to remand this cause be sustained, and this cause is remanded; this order to be certified on payment of costs.

And afterwards, to wit, on the 29th day of November, at chambers, before the Honorable Arnold Krekel, judge, the following further proceedings were had in said cause, to wit:

THE CITY OF KANSAS
against
THE UNION PACIFIC RAILWAY Co. *et al.* } 357.

This day there is presented to the Honorable Arnold Krekel, judge, a writ of error, citation, and bond for writ of error on behalf of the Union Pacific Railway Company, defendant herein. Thereupon said bond is approved, said writ of error allowed, and citation signed.

113 Which said bond is in words and figures as follows, to wit:

Supreme Court of the United States.

THE CITY OF KANSAS, Plaintiff,
vs.
THE UNION PACIFIC RAILWAY COMPANY and others, Defendants.

Know all men by these presents that we, J. P. Usher, of Lawrence, Kansas, and S. T. Smith and J. W. Griffith, of Kansas City, Missouri, are held and firmly bound unto The City of Kansas in the sum of five hundred dollars, to be paid to the said City of Kansas, its successors or assigns, to which payment, well and truly to be made, we bind ourselves, and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals.

Dated this 27th day of November, A. D. 1882.

Whereas the above-named Union Pacific Railway Company hath prosecuted a writ of error to the Supreme Court of the United States to reverse the judgment rendered in the above-entitled action by the circuit court of the United States for the western division of the western district of Missouri;

Now, therefore, the condition of this obligation is such that if the above-named Union Pacific Railway Company shall prosecute its said writ of error to effect, and answer all costs and damages, including just damages for delay and cost and interest on the appeal, if it shall fail to make good its plea, then this obligation shall be void; otherwise to remain in full force and virtue.

J. P. USHER. [SEAL.]
114 S. T. SMITH. [SEAL.]
J. W. GRIFFITH. [SEAL.]

App'd. A. KREKEL, *Judge.*

UNITED STATES OF AMERICA, *sct:*

I, Henry C. Geisberg, clerk of the circuit court of the United States for the western division of the western district of Missouri, do hereby certify that the foregoing is a true, full, and complete transcript of the record in the cause therein named, as fully as the same appears in my office.

Witness my hand, as clerk, and the seal of said court. Done at office, in Kansas City, Missouri, this twentieth day of December, A. D. 1882.

[SEAL.] H. C. GEISBERG, *Clerk.*
By WARREN WATSON, *D. C.*

Endorsed on cover: W. Missouri C. C. U. S. No. 461. The Union Pacific Railway Company, plaintiff in error *vs.* The City of Kansas. Filed 9th January, 1883.

115-1

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1884.—No. 461.

THE UNION PACIFIC RAILWAY COMPANY,

Plaintiff in Error,

against

THE CITY OF KANSAS,

Defendant in Error.

FEDERAL JURISDICTION OVER THE PACIFIC RAILWAYS.

ARGUMENT.

JOHN F. DILLON,

For the Plaintiff in Error.

C. G. BURGOYNE, "Quick" Print, 146, 148 & 150 CENTRE ST., N. Y.

Supreme Court of the United States,

OCTOBER TERM, 1884.—No. 461.

THE UNION PACIFIC RAILWAY COMPANY,
Plaintiff in Error,

AGAINST

THE CITY OF KANSAS.

Statement of the Case.

This cause was originally a proceeding instituted by the City of Kansas for the purpose of widening a certain street in said city, against the plaintiff in error, and numerous other parties, owners of lands and lots on said street. Proceedings were had before the Mayor of the city and a jury empanelled to assess the damages and benefits; and resulted in the jury finding that the plaintiff in error was damaged to the amount of $7,305, and received a benefit from the improvement to be made, in the sum of $12,325.25.

Record, pp. 5, 46, 48.

This was confirmed by the City Council. Thus the result was that the company gets nothing for the land taken and has to pay $5,000 in cash besides.

From this finding, the plaintiff in error *appealed* to the State Circuit Court of the county wherein Kansas City is located.

Record, pp. 51, 52.

Before the trial of the cause in said Court, the plaintiff in error filed its *petition for the removal* thereof for trial to the Circuit Court of the United States for the Western District of Missouri.

Record, pp. 53, 56.

THE PETITION FOR REMOVAL alleges in substance:

That the plaintiff in error is a railroad corporation organized under a law of the United States, to wit, the Act of Congress of July 1st, 1862, chartering the Union Pacific Railroad Company, and the several Acts of Congress amendatory thereof and supplemental thereto.

That the lands condemned belonged originally to the Kansas Pacific Railway Company; and became the property of the plaintiff in error, solely by virtue of the consolidation of the Union Pacific Railroad Company, the Kansas Pacific Railway Company and the Denver Pacific Railway and Telegraph Company, which consolidation was authorized by the aforesaid Acts of Congress; and that the plaintiff in error holds said property pursuant to the said laws of the United States.

The petition also (Record, p. 54) alleges that the land sought to be condemned,

"Had been acquired by the Kansas Pacific Railway Company, *for depot and other railway purposes by authority of law*, and that your petitioner held said land for said purposes and was occupying the same in part for such purposes at the time of the commencement of the proceedings, and was about to appropriate the residue thereof to such use, *the increase of business of your petitioner making it* IMPERATIVELY *necessary that it should be so occupied.*"

The petition (Record, p. 54), further alleges,

"That it is a corporation, not banking, organized "under the laws of the United States; that it holds "and possesses said property pursuant to such laws, "that it has a defense in this action arising under and "by of the laws of the United States, hereinbefore re- "ferred to; and your petitioner desires that said cause "may be removed into said Circuit Court of the United "States for trial pursuant to section 640 of the Revised "Statutes."

The State Court ordered the cause to be removed.

Record, p. 56.

A MOTION TO REMAND was made by the city based upon five grounds:

Record (pp. 57 and 58).

THE MOTION TO REMAND *was overruled* by Mr. Justice MILLER, who delivered the following opinion, which, although not in the Record, is authentic.

MR. JUSTICE MILLER'S OPINION:

"The City of Kansas vs. The Union Pacific Railway Company.—On motion to remand.

MILLER, Circuit Justice. The ruling in the case of Myers vs. The Union Pacific Railway Company, District of Kansas, just announced, in which both Judge MCCRARY and myself concur, is decisive of this motion unless the defendant proposes to maintain that its defense involves the construction of a law of the United States. It is alleged in the petition for removal that the defendant holds the property in controversy pursuant to certain laws of the United States, 'and that it has a defense in this action arising under and by virtue of the laws of the United States hereinbefore referred to.' It does not affirmatively appear from anything contained in this record that the pleader means by this language any more than to say that the defendant is a corporation organized under and by virtue of the Acts of Congress specified. The fair inference from the

averment is that the defense involves a question or questions arising upon the construction of some one or more of the acts, or presents a claim of right to the property arising under the laws of the United States. If such be the case, the suit was removable; and upon this construction of the language found in the petition for removal, the motion to remand will be overruled. If, however, upon the hearing, or at any time before, it shall appear that no such question arises and that the jurisdiction of this Court depends entirely upon the fact that the defendant is a corporation organized under the laws of the United States, then, in accordance with the rule laid down in the case above named, it must be held that the jurisdiction fails, and the case must be dismissed as provided in section 5, of the Act of March 3, 1875. It is true that in this case the removal is sought under section 640, of the Revised Statutes of the United States, but this does not change the aspect of the question. If that section is still in force, the requirement that the defense must arise under a law of the United States, remains. In this respect, there is no substantial difference between that section and the later Act of 1875."

The plaintiff in error afterwards filed pursuant to the suggestion and direction of the Court a statement and specification of the grounds of federal jurisdiction.

Record, pp. 58–60.

UPON THE GROUND that if everything stated in the petition for removal and in the said statement (Record, pp. 58–60), were true there was no Federal jurisdiction of the cause, Judge KREKEL afterwards (November 11, 1882), ORDERED THE CAUSE TO BE REMANDED.

Record, p. 50.

The plaintiff in error thereupon sued out the writ of error, which brings the cause into this Court.

Record, pp. 1, 3, 61.

ASSIGNMENT OF ERRORS, that the Court erred in remanding the cause.

ARGUMENT.

I.

SO FAR AS THIS CASE INVOLVES THE SAME QUESTIONS discussed in the case of the *Union Pacific Railway Company vs. Myers* (No. 291), we will submit it to the Court upon the printed argument filed therein and herewith submitted, in connection with this argument.

II.

We maintain that this cause is removable.

I. Under the Act of March 3, 1875, on the ground that it is a civil suit at law, arising under the laws of the United States.

II. Under Section 640 of the Revised Statutes, on the ground that the plaintiff in error, the Union Pacific Railway Company, is a corporation other than a banking corporation, organized under the laws of the United States, and, as such corporation, has a defense arising under the laws of the United States.

The petition for removal is broad enough to cover both Acts, as stated by Mr. Justice MILLER in his opinion (*ante*, p. 3), and it is not necessary to discuss those acts separately.

In the *Myers' case* we have contended that every case by or against the Pacific Railroad is, under the Charter

(Acts of Congress, July 1, 1862, and July 2, 1864) and the Act of March 3, 1875, taken together, a case arising under the laws of the United States. If your Honors sustain that proposition, the present case falls within it, and is of course removable, if it be a "suit" within the meaning of the removal acts—a question hereafter considered.

But if this proposition is adjudged unsound, then we maintain that this suit is one "arising under," or presenting "a defense arising under the laws of the United States," within the most narrow construction of that language.

THE HISTORY OF THE INCORPORATION AND BUILDING of the Kansas Pacific Railway, as it appears from the public Acts of Kansas and Congress, is stated by Mr. Chief-Justice WAITE in *Ames vs. Kansas*, 111 U. S., 449, and for convenience printed, in part, in the margin.*

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* LEGISLATIVE HISTORY of the Kansas Pacific Railway Company, extracted from *Ames vs. Kansas*, 111 U. S., 449:

"The Leavenworth, Pawnee and Western Railroad Company was incorporated by the Legislature of the Territory of Kansas in 1855 to build a railroad from the west bank of the Missouri River, *in the town of Leavenworth*, to or near Fort Riley," &c. (p. 450).

"On the first day of July, 1862, the first Pacific Railroad Act was passed by Congress, incorporating the Union Pacific Railroad Company, and providing for Government aid in the construction of the several roads brought into the system, which was then inaugurated to establish a railroad connection between the Atlantic and Pacific coasts (12 Stat., 489, c. 120). By Section 9 of this Act the Leavenworth, Pawnee and Western Railroad Company of Kansas was authorized to construct a railroad and telegraph line from the *Missouri River, at the mouth of the Kansas River*, on the south side thereof, *so as to connect with the Pacific Railroad of Missouri*, to the point in the Territory of Nebraska, then established as the eastern terminus of the Union Pacific Railroad. Provision was made for Government aid to this company in all respects like that to the Union Pacific. Section 16 is as follows:

Facts on which the question of law arises.

THE RECORD in this cause together with the public Acts of Congress, Kansas and Missouri show the following facts upon which the question of Federal Judicial Cognizance depends :

1st. The lands of the company sought to be condemned are situated in the State of *Missouri,* not in the State of Kansas.

2d. The Kansas Pacific Company originally chartered by the Territory of Kansas had "no authority whatever to build a line in *Kansas* from the State line at the mouth of the Kansas River to Lawrence, in Kansas." That authority came alone from Congress in the Acts of 1862 and 1864.

Record, p. 59

Ames vs. Kansas, 111 U. S., 449, quoted in note *ante.*

"'That at any time after the passage of this act all of the railroad 'companies named herein, and assenting hereto, or any two or 'more of them, are authorized to form themselves into one consol-'idated company; notice of such consolidation, in writing, shall be 'filed in the Department of the Interior, and such consolidated 'company shall thereafter proceed to construct said railroad and 'branches and telegraph line upon the terms and conditions provided 'in this Act" (pp. 450, 451(.

"The Leavenworth, Pawnee and Western Company accepted the provisions of this Act, and was thereafter designated as the Union Pacific Railroad Company, Eastern Division. By the Act of July 2d, 1864 (c. 216, Sec. 12, 13 Stat., 361), the Leavenworth, Pawnee and Western Company was REQUIRED *to build its railroad from the mouth of the Kansas River* by way of Leavenworth, or, if that was not deemed the best route, to build a branch from Leavenworth to the main stem at or near Lawrence. The Act also made provision, by Sec. 16, for the consolidation of any two or more corporations embraced in the system, upon such terms and conditions as they might agree upon, not incompatible with the laws of the States in which the roads of the companies might be.

"'" On the 3d of July, 1866, the company was permitted to make

3. Kansas could, of course, confer no right to build the road in *Missouri;* and the road in Missouri (about one or two miles long), was authorized and required to be built by Sec. 9 of the Act of Congress, July 1, 1862, "from the Missouri River, at the mouth of the Kansas River, on the south side thereof, so as to connect with the Pacific Railroad of Missouri," to do which it was necessary to build the road entirely beyond the limits of Kansas and one or two miles into the State of Missouri.

See also, Sec. 12, Act of July 2, 1864.

(The Court may recollect the map showing the above filed in the *quo warranto* cases).

4. The State of Missouri, February 20, 1865 (Laws 1865, p. 110), gave to the company its legislative consent so to build its road pursuant to

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its connection with the Union Pacific at any point not more than fifty miles westerly from the meridian of Denver. By another Act, passed March 3d, 1869, the company was authorized to extend its road to Denver, in the Territory of Colorado, and from there to make its connection with the Union Pacific at Cheyenne, over the road of the Denver Pacific Railway and Telegraph Company, power being given to contract with the last named company for that purpose. On the same day a joint resolution was passed by Congress, authorizing the Union Pacific Railroad Company, Eastern Division, by a resolution of its directors, filed in the office of the Secretary of the Interior, to change its name to the Kansas Pacific Railway Company, which was accordingly done (p. 451).

"'UNDER THIS AUTHORITY the road was built *from its junction* 'with the Missouri Pacific Railroad in Kansas City, Missouri, through 'Fort Riley, in Kansas, to Denver, in Colorado, and Government 'aid was furnished it under the Acts of Congress (p. 451).

"On the 24th of January, 1880, (prior to the commencement of this proceeding by the City of Kansas,)

the Union Pacific Railroad Company, the Kansas Pacific Railway Company and the Denver Pacific Railway and Telegraph Com-

the Act of Congress, and to acquire the depot grounds in question.

Record, p. 50: This Act is reprinted in Mr. Phillips' Brief, Appendix, p. 33; the approval was February 20th not February 2d, as there stated.

5. The depot grounds in question were acquired by the Company (then Union Pacific, Eastern Division, the name whereof was afterwards changed to Kansas Pacific), under this authority, viz: the Act of Congress and no other, for the public purposes and uses specified in the Act of Congress; the company in this respect acting for and as the agent or delegate of the United States, with the consent of the State of Missouri, given

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'pany, acting under the authority of Sec. 16, of the Pacific Railroad 'Act of July 1, 1862, and Sec. 16 of the Act of July 2, 1864, entered 'into an agreement for the consolidation of the three corporations 'into one, by the name of the Union Pacific Railway Company, and 'from that time the road of the Kansas Pacific has been operated 'and managed as the Kansas Division of the Union Pacific Railway 'Company' (p. 452).

(Quoted from statement of facts in Ames vs. Kansas, 111 U. S., 450, 451, 452.)

It thus appears and is a fact that the Territorial charter gave the company no power to build to *any point on the Missouri River other than Leavenworth, and no power to build to Kansas City.* By the Acts of Congress, however, the company was required to build its road so as to connect with the Pacific Railroad of Missouri; and this Court says, in *Ames vs. Kansas* (p. 451):

"'*Under this authority* [meaning the Acts of Congress in that be-'half] *the road was built from its junction with the Missouri Pacific 'Railroad in Kansas City, Missouri*, through Fort Riley, &c., &c."

In order to so construct its road and use and operate it, the Kansas Pacific Railway Company had to acquire lands in Kansas City, in the state of *Missouri.* The lands so made necessary to be acquired by said company in order to carry out the purpose of Congress are in part the lands which the City of Kansas is now seeking to condemn; and if the conjectural benefits assessed against them are not paid, to sell on execution and pass the title to all of its depot grounds, tracks and buildings thereon to the execution purchaser.

by its Act of February 20, 1865. (The company was not required by the Act of Congress to obtain this consent and the same was obtained by it out of abundant caution).

6. These depot grounds, including the part sought to be taken by the city, are under the Congressional Charter (Act July 1, 1862, Sec. 5; Act July 2, 1865, Sec. 3), covered by the lien of the United States and subject to the public duties of the company, and "*are imperatively necessary to be occupied by the company for the purposes of a depot.*"

Record, p. 54, fol. 102.

"*Absolutely essential* to be used and occupied in the handling and transaction of the business of the company in the public service for which said railroad was constructed, under the direction and authority of the Act of Congress aforesaid; * * * essential to the safe, prudent and convenient operation of the railroad and cannot be dispensed with; and the said depot grounds *are appurtenant to said railroad,*" not subject in part to be taken and "to have the residue sold for the payment of benefits as by the charter of the city required. * * * That the United States has a lien thereon," &c.

7. The consolidated company (the plaintiff in error) has succeeded to all the rights of the Kansas Pacific.

Record, p. 54, fol. 101.

8. The only legislative authority of the city to

interfere with the depot grounds is the *general authority* to open and establish streets.

INASMUCH, THEREFORE, as the railroad of the plaintiff in error was built into the State of Missouri by the authority of the Acts of Congress, and the depot grounds in question were acquired by virtue thereof (to all of which the State of Missouri consented), it follows that both the railroad and the appurtenant depot grounds connected therewith are owned and held by the company for the public uses specified in the Congressional charter.

The depot grounds in question are part of the terminal property of the company, which terminus was required by Congress to be established within what is *now*, but was not *then*, the corporate limits of Kansas City. They are part of the road and appurtenant to it, occupied and used in the conduct and business of the company, and "imperatively necessary" for that purpose. Over grounds thus acquired, held, needed and used for the corporate purposes of the company, the State of Missouri has no more power than it has over the railroad itself. It may exercise the police power; and under the decision of this Court and the reservation of its Act of February 20, 1865, the taxing power. But it can no more expropriate such depot grounds than it could expropriate the *corpus* of the railroad.

Does the city admit this proposition? If so, the case is removable. Does the city deny this proposition? Such a denial cannot be made without necessarily raising a federal question, viz: the question of the paramount rights and powers of the company under the Acts of Congress, which rights and powers cannot be

ascertained without a judicial construction of those acts.

And here the argument ought to end, since it is enough to sustain the federal jurisdiction that a federal question fairly arises, without showing that the federal right thus asserted is well founded and will be sustained by the final judgment in the cause.

It is, however, easy to establish that the federal right here claimed by the company is, upon the facts appearing in the record, well founded.

The depot grounds in question are confessedly held for a public use, and are used and are necessary to enable the company to discharge the duties to the Government and the public, required by the Acts of Congress. Under such circumstances it has been frequently adjudged that another corporation, private or municipal, cannot under a *general power* to appropriate lands for public use, take *in invitum* from another corporation having like power, property held by it for public purposes, pursuant to legislative authority. In such case lands cannot be appropriated to another public use without *special or direct authority* from the Legislature.

Prospect Park, &c., R'y Co. vs. Williamson, 91 N. Y., 552; s. c., 14 Am. & Eng. R. R. cases, 34, and note on p. 41.

Boston & Albany R. R. Co. *In re.*, 53 N. Y., 574.

N. Y. Cent. R. R. Co. vs. Met. Gas Co., 63 N. Y., 326.

General authority to lay out a railroad does not authorize a location over land already devoted to another

railroad, or public use. The act must be distinct in that respect.

Housatonic R. R. Co. vs. Lee R. R. Co., 118 Mass., 391.

Must be by express words or necessary implication.

Hickok vs. Hine, 23 Ohio St., 523; *Re* City Buffalo, 68 N. Y., 167.

On similar grounds where the State of Georgia purchased a tract of land, whereon to erect car shops and other buildings necessary to the operation of the Western & Atlantic road, and the City of Atlanta, under its charter power to lay out streets, sought to appropriate a portion of the said land for a street, it was enjoined.

Atlanta vs. Cent. R. R. Co., 53 Georgia, 120.

THE GENERAL POWER GIVEN TO KANSAS CITY TO OPEN STREETS cannot be construed to authorize it to interfere with the paramount rights conferred upon the company by its Congressional charter.

This Court on a similar principle has held that it is not within the power of a city to open streets on lands, within the corporate limits, belonging to the United States, and reserved for government uses.

United States vs. Chicago, 7 How., 185.

And since the Pacific Railroad Acts were passed this Court has decided that the general Government may exercise the right of eminent domain in the *States*, so far as it is necessary to the enjoyment of the powers conferred upon it by the Federal Constitution.

Kohl vs. United States, 91 U. S., 367, 1875.

The Company under the principle of this decision is

rightfully in Missouri and holds its rights therein to its road and the depot grounds under the Acts of Congress wholly independent of the consent of the State.

IF THE CITY CAN LAY OUT THIS STREET through the depot grounds it can lay out others across them, and thus utterly destroy the company's terminal facilities. It may enter a judgment for the $5,000 conjectural benefits, which, if valid, is a lien on the *whole depot* grounds, for which they are liable, together with the railroad tracks and buildings thereon, to be sold on execution, the company's title divested, the Government lien destroyed or rendered valueless, and the public purposes for which the land was acquired and used, defeated and lost.

Whether the State of Missouri *could* authorize this to be done, it will be time enough to inquire when she undertakes to do so. The *customary, general power* conferred upon the city by the charter to open streets hath not this extent.

FINALLY, we maintain on this subject that the Act of the Legislature of Missouri (Laws of 1865, p. 110, passed Feb. 20, 1865), authorized the railway company to acquire these grounds for depot purposes, and having thus acquired them, both the railroad company and the United States had a vested interest therein, which could not be revoked, defeated or impaired by the subsequent Act of the Legislature consolidating and amending the charter of Kansas City, approved March 24th, 1875.

Section Twelve of that act is as follows:

"All acts or parts of acts heretofore passed and inconsistent with any of the provisions of this Act, be and the same are hereby repealed."

This repeal could not affect the vested right of the company to the depot grounds which had been before acquired, but the city was limited by its provisions to the acquisition of grounds for streets and could not defeat vested rights in obtaining such grounds, or the prior public uses to which such grounds had lawfully been devoted.

III.

It is contended by the defendant in error:

1. *That this is not a "suit"* within the meaning of Sec. 640, R. S., or a "civil suit" within the meaning of the Act of 1875, which can be removed.

2. If, however, the company could remove the proceeding against it separately, *the petition for the removal should have been made before the Mayor* and it was too late to make it in the State Circuit Court.

3. If the proceeding is removable as a suit, it *is the entire proceeding against all the property owners* that must be removed, and this would devolve on the Federal Court the duty of reviewing the whole assessment.

THESE OBJECTIONS admit of an easy answer.

1. THIS COURT has never put a narrow construction on the word "*suit*" or "controversy."

Any controversy concerning "contracts or rights of property;" "any controversy in a suit in which any prop-

erty or claim of the parties, capable of pecuniary estimation, is presented by the pleadings," is a "suit."

Boom Co. vs. Patterson, 98 U. S., 403, 407.
Gaines vs. Fuentes, 92 U. S., 20.

Condemnation proceedings by the United States in the case of the acquisition of a site for public buildings in Cincinnati, were *held to be a "suit"* of which the Circuit Court of the United States had jurisdiction.

Kohl vs. United States, 91 U. S., 367, 375.

The condemnation provisions of the City Charter are printed as an appendix to Mr. PHILLIPS' BRIEF (p. 24, *et seq.*).

2. THE PROCEEDINGS BEFORE THE MAYOR and the jury of six freeholders of the City (sec. 1), like the similar proceedings in the *Boom Company Case* (98 U. S., 403, 406), are "in the nature of an inquest to ascertain the value of the land [and amount of benefits], and not a suit at law in the ordinary sense of those terms." Per FIELD, J., in

Boom Co. vs. Patterson, 98 U. S., 406.

THE CITY CHARTER, under which these grounds are sought to be expropriated for city purposes, provides for the initiation of the proceedings by the City Council; after the proceedings are begun the Mayor takes the proceedings in hand, appoints a day and place for empaneling a jury, to ascertain the compensation for the property to be taken, and to make assessments to pay the same. The jury are required to ascertain what compensation and assessments shall be made. The proceedings before the Mayor and jury are limited to

ascertaining those facts. The Mayor is not a Court, except *sub modo* (sec. 1), and cannot decide or adjudge questions of legal right. If a question of the right to condemn should arise, the Mayor or his jury has no authority to decide that. Their proceedings are but a special inquisition. The City Charter enacts: "If no title can be acquired, under the proceedings, to any of the property sought to be taken, the Court [Circuit Court of Jackson County] shall set aside any bill and assessment on motion." Thus it is seen that the Mayor and jury have but special and limited jurisdiction, and are without *any* authority to hear or determine the matter here in controversy. After the Mayor and jury have discharged their duties under the act the case is open for appeal when it is, as between the appellants and the city, to be tried *de novo* in the Circuit Court in due form of law. *All that has gone before, goes, as to the appellants, for naught.* We have then for the first time a "*suit*" before a competent Court, of complete jurisdiction to hear and determine the entire matter, not only as to compensation for property taken and assessments thereon to pay therefor, but also as to the right to take property, and upon the appeal the whole subject is necessarily before the Court; and so far as the railroad company may be concerned in this case, the Court will be bound to consider the rights of the company under the Acts of Congress, not only its corporate rights as affecting its existence, but also its immunities arising under the Acts of Congress, forbidding the taking of its corporate property acquired for, and necessary to the operation of its road for its own convenience and profit, and for the benefit of the public.

This is a sufficient answer to the objection that the petition for removal ought to have been presented to the Mayor, and that it was too late to make it in this Circuit Court.

The case of the *Boom Co. vs. Patterson* (98 U. S., 406), is in all respects analogous, and is decisive of the objection here urged.

This objection, though set down in the motion to remand (Record, pp. 57, 58), was not regarded by Mr. Justice MILLER in his opinion (*ante*, p. 3) overruling the motion.

3. THE OTHER OBJECTION is that the Company could not remove its controversy with the city without removing the entire condemnation proceeding as to the numerous owners who did not complain or appeal.

This objection overlooks both the essential nature of the proceeding and the provisions of the statute as to the mode, nature and effect of an appeal.

Necessarily each land owner's case is separate and distinct from that of every other owner. No statute could compound or intermix them if it should attempt it, and the City Charter makes no such attempt.

The case of each land owner is to be heard separately by the jury, which, as to each must make and in point of fact did make (Record, p. 21, *et seq.*) a separate assessment of damages and benefits (Secs. 3, 5).

The benefits assessed are made a lien, and may be collected by special execution on filing the assessment in the State Circuit Court (Sec. 5).

The Circuit Court is given full power over them, and any of them may be set aside or reduced (sec. 5).

"If the city fail to collect any assessment in whole or in part, it may pay the amount not so collected out of the City Treasury" (Sec. 8).

It is expressly provided (Sec. 5) that "no assessment shall be affected or interfered with for the reason that any other assessment or assessments made in the same proceedings are invalid in whole or in part."

Because, therefore, each case is separate, the statute allows *any* defendant to appeal for himself.

"SEC. 6. In case the city, *or* ANY *defendant* to such proceeding shall feel aggrieved by the verdict of the jury, such party so aggrieved may appeal to the Circuit Court, in and for the County of Jackson * * * and the cause, unless dismissed, shall be tried *de novo* in said Court" as between the appellants and the city.

The Union Pacific Company took its separate appeal (Record, p. 51), and it would be the duty of the Circuit Court to try such appeal separately, "subject to the same rule and same law as other trials had in the Circuit Court, and the same record thereof made and kept" (sec. 6). There is no provision for trying different appeals *en masse*.

A scrutiny of section 6 relating to appeals shows that the learned counsel of the defendant is in error in supposing that on a single appeal or any number of separate appeals, the Circuit Court is to do anything more than to try those appeals. It is not given the power to review the whole proceeding, but only power to try the appeals. If the result of the trial varies the assessment below, then to that extent the assessment is modified.

The removal by the railroad company in this case had the effect to take to the Federal Court only the controversy or suit between the city and the company. It took that entire controversy, and, as we think, noth-

ing else. When that is finally adjudicated by the Federal Court, it has precisely the same effect upon the proceedings in condemnation as if the like adjudication had been made by the Circuit Court of the State. The Federal Court is not, therefore, required to review the whole condemnation proceedings; and the objection to the jurisdiction based upon such an assumption is without foundation.

SOME SPECULATIVE OR ABSTRACT QUESTIONS are mooted by the learned counsel on the other side, which it does not seem to me necessary to discuss. He maintains that prior to the consolidation, the Kansas Pacific was, for jurisdictional purposes, *a citizen of Kansas*, and could sue and be sued in, and remove causes to the Federal Courts on the ground of *citizenship*, and could not have removed suits against it as a federal corporation under section 640, and he further maintains that the consolidation does not alter its *status* in this respect or any other.

We do not admit that the Kansas Pacific was not a corporation organized under a law of the United States within the meaning of section 640. In the *quo warranto* cases we maintained that it was such a corporation.

Nor do we admit the proposition that consolidation did not effect any change in the *status* of the Kansas Pacific Company. The consolidation is not denied to be valid; and if valid, can it be affirmed that the consolidated company is, as respects the Kansas Pacific line, a citizen of Kansas to the same extent as the Kansas Pacific was prior to the consolidation?

These questions could not, perhaps, be safely ad-

judged in the absence of the articles of consolidation (not in the record), and it is not probable that the Court will consider them since the rights in question in this case, as to the public uses of the depot grounds, and the powers of the city, would be precisely the same if there had been no consolidation, and the same rights were asserted by the Kansas Pacific Company instead of by its successor by consolidation, the Union Pacific Railway Company.

THE CASE OF *Ames vs. Kansas* is direct authority for the proposition that if a case involves a construction of the Act of Congress in respect of the rights and powers of the Kansas Pacific, it is removable under the Act of 1875. The principle of the judgment in that case is decisive of this case, in the narrowest view which it is possible to take of the federal jurisdiction.

AS TO THE OTHER QUESTIONS, we refer to our argument in the MEYER'S case, submitted and filed herewith.

JOHN F. DILLON,
For the Railway Company.

Supreme Court of the United States.

NO. 461.

THE UNION PACIFIC RAILWAY CO.

vs.

THE CITY OF KANSAS.

BAR ASSOCIATION

ADVANCED UNDER RULE 32.

BRIEF FOR DEFENDANT IN ERROR.

W. HALLETT PHILLIPS,
For Defendant In Error.

WASHINGTON, D. C.:
R. O. POLKINHORN & SON, PRINTERS,
1884.

IN THE

SUPREME COURT OF THE UNITED STATES.

THE UNION PACIFIC RAILWAY COMPANY
vs.
THE CITY OF KANSAS.
No. 461.

ADVANCED UNDER RULE 32.

Brief for Defendant in Error.

On the 19th of April, 1880, the Common Council of the City of Kansas, in the State of Missouri, passed an ordinance to provide for widening part of Twelfth street in said city.

In accordance with law, the ordinance specifies the boundaries of the street to be widened, and provides, that the private property within such boundaries should be condemned and taken for the public use, upon just compensation being made.

The ordinance also prescribes the limits within which private property should be deemed benefited

by the proposed improvement, and provides that such property should be assessed to pay compensation for the property taken.

On August 14, 1880, the Mayor ordered a jury to be impanelled to ascertain the compensation to be made, and to make assessments to pay for the same.

A jury was duly impanelled, and thereupon the clerk of the city issued notices to the property holde rs which were served.

Among those served and who appeared and contested the condemnation, were the Kansas Pacific Railway, and the Union Pacific Railway Co., Kansas Division. R. 12.

The condemnation was proceeded with before the Mayor, who possesses, under the statute of the State, the powers of a circuit court, and a verdict of the jury was rendered condemning the property along the line of the contemplated improvement.

The jury first ascertained the actual damage done to each person and corporation in consequence of the taking of their property, without reference to the proposed improvement, and the compensation to be made therefor.

The compensation found due the Kansas Pacific and the Union Pacific, Kansas Division, was $7,305. R., p. 27.

To pay this compensation, the jury first assessed the city for the amount of benefit to the city and public generally.

They then assessed against the property deemed benefited by the proposed improvement the balance of such compensation, assessing each piece of property with an amount bearing the same ratio to such balance, as the benefit to each lot bore to the whole benefit to all of the private property assessed.

The benefit to the property of the Kansas Pacific and the Union Pacific, Kansas Division, was $12,-305.25. p. 47.

The verdict and proceedings were reported by the Mayor to the Common Council, and the same were confirmed by ordinance

Thereupon there was a judgment of condemnation by the Mayor, and it was ordered that the property assessed to pay the compensation stand charged for the same.

The Kansas Pacific Co. and the Union Pacific, Kansas Division, with other dissatisfied property-holders, in March, 1881, appealed from the verdict of condemnation and the confirmation by the Common Council, to the Circuit Court of Jackson County, State of Missouri, R. 51.

All these proceedings were in strict conformity with the amended Charter of the city of 1875, Chapter VII., which is given as an appendix to this brief. Laws Mo., 1875, p. 110.

At the April Term, 1881, of the Jackson County Circuit Court, the Union Pacific Railway Co. filed its appearance and its petition for a removal of the proceeding.

This petition was filed "In the matter of the condemnation of private property taken for the widening of Twelfth street. *The City of Kansas* vs. *The St. Louis, Kansas City & Chicago R. R. Co. et al.*"

The petition set forth that the Union Pacific Railway Co. was made a party in the matter above entitled, as shown in the transcript of proceedings. That its true corporate name is the Union Pacific Railway Co., and that it is a corporation and not a banking company, organized under a law of the United States, to wit, the act of July 1, 1862, and the acts amendatory thereto.

That pursuant to section 16 of said act of 1862, and section 16 of the act of July 2, 1864, by agreement dated February 1, 1880, the Union Pacific Railroad Co., the Kansas Pacific Railway Co., formerly known by the name of the Union Pacific Railway, Eastern Division, and the Denver Pacific Railway & Telegraph Co. became consolidated under the name of the Union Pacific Railway Co.

The petition then alleges the ownership by said company of the land condemned, it having been originally acquired by the Kansas Pacific Railway for railway and depot purposes, and that petitioner was occupying the same in part for such purposes, and was about to appropriate the residue to the same purposes.

It avers that petitioner was "a corporation organized under the laws of the United States; that it holds and possesses such property pursuant to such laws; that it has a defense in this action arising under and by virtue of the laws of the United States

hereinbefore referred to ; and your petitioner desires that said cause may be removed into said Circuit Court of the United States for trial pursuant to section 640 of the Revised Statutes."

It further stated that " this suit had not been tried, but is now pending for trial on appeal in the Circuit Court of Jackson county, Missouri." The prayer is that said suit may be removed. R., pp. 53–55.

A removal was granted, and on the 24th of May, 1881, the Company filed a transcript in the United States Circuit Court of all the proceedings had before the mayor and jury.

On motion by the city, the cause was remanded to the State Court. It is from this order the present writ of error is taken by the Company.

Section 640, R. S., under which the removal was sought, reads as follows :

> " Any suit *commenced in any court* other than a Circuit or District Court of the United States *against any corporation other than a banking corporation, organized under a law of the United States*, may be removed for trial in the Circuit Court for the district where such suit is pending upon the petition of such defendant, verified by oath, stating that such defendant *has a defense arising under or by virtue of the Constitution, or of any treaty or law of the United States.* Such removal in all other respects shall be governed by the provisions of the preceding section."

Under this statute it devolves upon the defendant to show a defense to the action arising under or by

virtue of a law of the United States. If the case does not show such a defense, it will be unnecessary to consider whether or not the defendant comes under the description of the section as "a corporation organized under a law of the United States."

It is first alleged in the petition that the property was owned by the Union Pacific Railway, and that it holds and possesses it pursuant to the laws generally known as the Pacific Railway Acts.

By this it is meant that it passed to the defendant Company, as property owned by the Kansas Pacific, by virtue of the consolidation.

But such an allegation does not show a defense to the proceeding. The title of the Company is not assailed or in any wise brought in question by such proceeding.

A case relating to the title to land is not one of Federal jurisdiction, although the title may be originally derived under an act of Congress, if no question arises or is raised as to the validity or operative effect of the act of Congress.

McStea vs. *Friedman*, 92 U. S., 723;
Romie vs. *Casanova*, 91 U. S., 380;
Ex-Parte Smith, 94 U. S., 456:
Dillon Removals, p. 33.

Neither the validity of the law under which the condemnation was had, nor the regularity of the proceedings under which the property was taken for the public use, are brought in question.

The ordinance provided for the taking of the property falling within the line of the contemplated improvement, irrespective of ownership. The taking of the property was in the ordinary exercise of the municipal power. The Company has no ground of complaint not common to the hundreds of other property holders, except that which arises from the fact of its being, as is claimed, a corporation created by the Federal Government.

The property in question was acquired by the Kansas Pacific Railroad, a Kansas corporation, formerly the Union Pacific Railway Eastern Division, by virtue of an act of the State of Missouri, under whose jurisdiction the present proceeding was taken.

By the act of 1865, the company was authorized to acquire and own real estate, and also the right of way for their road from the western line of Missouri, in Jackson County, to the Missouri River, at some point within the City of Kansas, and to establish depots.

For the purpose mentioned, the company was granted the right of eminent domain.

Laws of Mo., 1865, p. 110.

The petitioner avers "that it has a defense to this action arising under and by virtue of the laws of the United States referred to." What that defense is is not stated. Such a general allegation is not sufficient to authorize a removal.

In this respect the case is similar to *Gold Washing Co.* vs. *Keyes.*

There the question was whether a case was presented for removal under the act of 1875 as a case arising under the laws of the United States. The court, after remarking that, for the purposes of a transfer of a cause, the petition for removal performs the office of pleading, and that it should set forth the essential facts, not otherwise appearing in the cause, which the law has made conditions precedent to the change of jurisdiction, say:

> "The office of pleading is to state facts, not conclusions of law. It is the duty of the court to declare the conclusions and of the parties to state the premises.
>
> "In this petition the defendants set forth their ownership by title derived under the laws of the United States, of certain valuable mines that can only be worked by the hydraulic process, which necessarily requires the use of the channels of the river and its tributaries in the manner complained of; and they allege that they claim the right to this use under the provisions of certain specified acts of Congress. They also allege that the action arises under, and that its determination will necessarily involve and require a construction of the laws of the United States. *They state no facts to show the right they claim, or to enable the court to see whether it necessarily depends upon the construction of the statutes.*
>
> "Certainly an answer or plea, containing only the averments of the petition, would not be sufficient for the presentation of a defense to the action under the provisions of the statutes relied upon. The immunities of the statutes are, in effect, conclusions of law from the existence of particular facts." 96 U. S., 203.

The averments deemed insufficient in that case are of the same character as those contained in the petition in the case at bar.

The rule was laid down as to removals under the act of 1875, but is equally applicable to removals under section 640, Revised Statutes.

It is not sufficient for a party to allege generally that he has a defense under certain laws; he must state what that defense is.

The right to removal must rest upon the allegations of the petition.

There is sent up with the record a statement, signed by the counsel of the Company, which seeks to establish a defense arising under the laws referred to. This cannot be considered for the purpose of making a case for removal.

It may be accepted as an explanation by counsel as to the nature of such defense.

If this statement could be considered as a part of the petition, it would fail to present a case for removal.

It alleges that the Kansas Pacific Railway, as organized under the laws of Kansas, was not authorized by its charter to build its road on the route which was afterwards authorized by virtue of the acts of Congress of 1862 and 1864.

It then states that the Company accepted the provisions of these acts, and under the act of Missouri acquired the land in question, and that such property

was essential to the safe and convenient operation of the road; that the United States advanced its bonds to the road, and that a mortgage was given by the company on all its property to secure the same, and that if the claim of the city to convert a portion of the property into a street be sustained, the property interests of the United States will be abridged.

What defense, under the laws referred to, do these allegations give to the company? The United States alone can complain if the facts are as stated. It is not sufficient for the company to invoke a defense on the part of the United States. They must show a Federal right in their own behalf.

Miller vs. *Lancaster Bank*, 106 U. S., 545.

The same remark holds true as to the point made that the property in question was included in the third mortgage of the company made to secure its bonds. Whether the facts are true as stated or not, they concern alone the trustees under the mortgage and the mortgagees, and constitute no defense to the company.

It is finally alleged that by the act of 1862 all the right of way which lay through the public land, including the Indian lands, was by said act granted to said company, and that the grant to the company is made less valuable in the operation of its road for the public use and welfare, by the action of the city authorities.

This fact, if true, does not make a defense under the laws of Congress.

If it did, then every case in which the value of property acquired under the laws of the United States was lessened by general legislation of the State where the property was situated, would present a case arising under thelaws of the United States, entitling the owner to invoke the Federal jurisdiction.

We submit that no defense under the laws of the United States is shown, unless it arises from the mere fact of the organization of the company,—that being a corporation organized under a law of the United States, in every case it necessarily has a defense arising under such law.

That proposition has been sufficiently argued in the brief in the case of *Union Pacific Railway* vs. *Myers*.

In the petition in that case, it is not stated under what act the removal is sought.

In the present proceeding, the question is solely as to the right of removal under section 640 R. S.

By that section not only must the defendant be a corporation, organized under the laws of the United States, but it must, in addition, show a defense arising under those laws.

It will not do to say that it has a defense because organized under those laws. That does not necessarily follow, unless one portion of the section be construed as meaningless.

Without that portion corporations organized under United States laws could remove by reason of such organization alone.

With that portion, the jurisdiction of the State courts cannot be divested by the mere fact of the

organization. The company must, in addition, show a defense arising under the laws of the United States.

In the event the court should find that the case shows a defense under a law of the United States, it would become necessary to consider whether the suit was commenced against a corporation organized under a law of the United States.

The suit was instituted against the Kansas Pacific Railway and the Union Pacific, Kansas Division. This is one and the same road. By those names the company appeared at the trial before the Mayor and defended the proceedings.

The road was originally chartered in 1856 by the Territory of Kansas, as the Leavenworth, Pawnee and Western R. R. In 1862 the Pacific Railroad act was passed, and aid was granted by Congress to the Kansas corporation, and by that act it was constituted one of the links in the Pacific system, and the line of its road established.

Thereafter the name was adopted of the Union Pacific Railroad Co., Eastern Division. In 1869, by a resolution of the Directors and a confirmatory act by Congress, the name of the road was changed to the Kansas Pacific Railway Co.

By the Kansas act of March 5, 1862, railroads now organized, or which may hereafter be organized within the State, are authorized to unite and consolidate with any company which may be organized under the laws of the United States, for the purpose of the con-

struction of a railroad from the western boundary of the State of Missouri to the Pacific Ocean.

By section 4, it is provided that any railroad company now organized under the laws of the State or Territory of Kansas may extend their road, in the same general direction. Compiled laws of Kansas, 1862, p. 760.

By section 16 of the act of 1 July 1862, Congress provided--

> "That any time after the passage of this act, all of the railroad companies named herein and assenting hereto, or any two or more of them, are authorized to form themselves into one consolidated company; notice of such consolidation, in writing, shall be filed in the Department of the Interior, and such consolidated companies shall thereafter proceed to construct such railroad and branches and telegraph line upon the terms and conditions provided for in this act." 12 St., 489.

Sec. 16 of the act of July 2, 1864, provides also for the consolidation of any two or more of the corporations aided, on such terms as they might agree upon, not incompatible with the laws of the States in which the roads might be. 14 St., 80.

On the 24th January, 1880, as we have seen, the consolidation was effected under the name of the Union Pacific Railway Company, and the Kansas Pacific Railroad was therefore known as the Union Pacific Railway, Kansas Division.

The Union Pacific Railroad was incorporated by the act of Congress of July 2, 1862, for the purpose

of constructing a railroad through the National territory.

Within the boundaries of the States, Congress used the instrumentality of corporations already organized under State charters.

Such a corporation was the Leavenworth, Pawnee and Western Railroad, afterwards known as the Union Pacific, Eastern Division, and the Kansas Pacific.

In *Thompson* vs. *Union Pacific Railway Co., Eastern Division*, it was claimed that the property of the company was exempt from State taxation by reason of the company being an agency of the General Government. It was attempted to apply the exemption established in *McCulloch* vs. *Maryland*.

The court held, however, that they could not apply it to the case of "a corporation deriving its existence from State law, exercising its franchise under State law, and holding its property within State jurisdiction and under State protection.

> "The allegation is that the Government has advanced large sums to aid in the construction of the road, has contented itself with the security of a second mortgage; has made large grants of land upon no conditions of benefit to itself, except that the company will perform certain services for full compensation, independently of those grants, and will admit the Government to a very limited and wholly contingent interest in remote net income. And because of these advances and these grants, and this fully compensated employment, it is claimed that this State corporation, owning its being to State law, and

> indebted for these benefits to the consent and active interposition of the State Legislature, has a constitutional right to hold its property exempt from State taxation; and this without any legislation on the part of Congress, which indicates that such exemption is deemed essential to the full performance of its obligations to the Government." 9 Wall., 581.

In that case the complainants were citizens of Pennsylvania, and alleged in their bill that the defendant, the Union Pacific Railroad Company, Eastern Division, was a corporation existing under the laws of the State of Kansas and a citizen of that State, and that the other defendants were citizens of Kansas. The jurisdiction of the Circuit Court was exercised by reason of the citizenship.

The act of 1862 denominates the corporation as "the Kansas Company," chartered by the State of Kansas. It is authorized to unite with other companies in constructing part of the Pacific road "with the consent of the State of Kansas."

As we have had occasion to remark in our brief in *Union Pacific R. R.* vs. *Myers*, the question decided by this court in *Ames* vs. *Kansas* and *Kansas Pacific R. R.* vs. *State of Kansas*, was, that the suits presented cases arising under the laws of the United States, because brought by the State to test the validity of the articles of consolidation. The court held that the validity of the consolidation, so far as the

State was concerned, rested alone on the authority conferred for that purpose by the acts of Congress. If they conferred the authority, the consolidation was valid; if not, it was invalid.

> "Clearly, therefore, the cases arose under those acts. The right set up by the company would be defeated by one construction of those acts and sustained by the opposite construction. When this is so, it has never been doubted that a case is presented which arises under the laws of the United States."
>
> 111 U. S., 462.

The court expressly states that the right of removal under section 640, Revised Statutes, because the Kansas Pacific Railway was a corporation organized under the laws of the United States, was not insisted upon in this court. (Id., p. 459.)

In the case at bar no question is raised as to the validity of the articles of consolidation.

On the branch of the case we are now considering the matter for decision is whether the Kansas Pacific Railway, before the consolidation, would have been entitled to remove this suit under section 640 as a corporation organized under United States law; if not, can it be removed by the consolidated company, the Union Pacific Railway Company, under a similar allegation?

The articles of consolidation are not contained in the record.

We are unable to determine, therefore, whether the

constituent companies are kept alive or extinguished, for the purposes of jurisdiction.

It is not alleged in the petition for removal that they so were extinguished. The statement is "that by the agreement of the constituent companies your petitioner succeeded to and possessed all the rights, privileges and property, real or personal, which was of said constituent companies." p. 54.

The presumption does not follow from the mere fact of consolidation that the constituent companies have been extinguished. The result must depend upon the terms of the articles of consolidation.

But if those articles were before the court, and should show a complete extinguishment of the constituent companies, the question would still remain as to the status for purposes of jurisdiction of the consolidated company in the States by which the original roads were incorporated, and in which they are situated.

Is the status of the consolidated company within such a State, any different from that formerly possessed by the constituent company whose property it acquired?

If the Kansas Pacific Railway, before the consolidation, could not remove the case, on the ground now sought, can the consolidated company exercise that privilege on the ground that it is a corporation organized under a law of the United States?

If the consolidated corporation could not remove on the ground sought in a suit brought in Kansas, it could not remove in a suit brought in Missouri, since the

property in question is part of the road of the former Kansas corporation.

This court has declared, as to the general effect of the consolidation of railroad corporations chartered by different States, that the new consolidated company stands in each State as the original company had previously stood invested with the same rights and subject to the same liabilities.

Delaware R. R. Tax Cases, 18 Wall., 225.

As stated in *Tomlinson* vs. *Branch*, "the owners of the property are to lose no rights by the transfer, nor was the public to lose any rights thereby. All its rights and duties, its privileges and obligations, remain and devolve upon the new company."

15 Wall., 462.

> "Whatever privileges or advantages the constituent roads possessed, would have been held by the new company to the extent of the roads occupied by each respectively upon the consolidation. It would have stood in their place and have possessed the powers, rights, privileges and immunities the constituent companies had severally enjoyed in the portions of the road which had previously belonged to them."
>
> *Ches. & O. R. R.* vs. *Virginia*, 94 U. S., 726.

> "Where a consolidation is effected between two railroad companies and nothing to the contrary is indicated, the rights and privileges, as well as the duties and liabilities of each, con-

tinue to exist, as before, in the hands of the new organization."

Scotland Co. vs. *Thompson*, 94 U. S., 691.

These general principles, as to the effect of consolidation, apply equally to the question of jurisdiction and citizenship.

The consolidated company within the State stands in the place of the State corporation, and cannot sue there in any court which was not open prior to the consolidation, to the constituent road lying within the State.

Muller vs. *Dows*, 94 U. S., 449;
Railway vs. *Whitton*, 13 Wall., 270.

The consolidated company, in so far as it owns and operates a railroad within the State, is a corporation of that State. *Clark* vs. *Barnard*, 108 U. S., 449.

If, notwithstanding a consolidation under the laws of different States, the consolidated company within each State remains a citizen of such State, how can a different effect be given to a consolidation claimed to have been affected through the authority of an act of Congress?

By that act the consolidation was required to be in accordance with the laws of the State. The effect of the consolidation was the same as if it had been authorized by the State of Kansas.

We submit that, for the purposes of jurisdiction, the Union Pacific Railway Company stands in the place

of the Kansas Pacific Railroad as to its privileges and liabilities, and that as the latter company, if still in existence, could not remove this action on the ground attempted, it cannot be removed by the consolidated company.

The object of the authority given to consolidate was to enable corporations already organized to unite their organizations.

They were united with the same rights and disabilities which they possessed as separate corporations.

As far as the question of removal is concerned, the effect of the consolidation is the same as if the original Union Pacific Railroad Company had possessed the right to remove by reason of being a citizen of a different State.

In the light of the decisions of this court, it could not be contended that such a privilege would extend to the whole of the consolidated line so as to enable the Company to remove an action brought against it in a State, in which the road situated within the the State had been organized under a State charter.

If the effect of the consolidation is only to make the new company, as this court has declared, stand in the place of the constituent company, then the court below rightfully refused to allow the removal.

It is not pretended that the acts authorizing the consolidation confer any rights upon the consolidated company, other than those previously enjoyed by the constituent companies.

We conclude, therefore, that the proceeding was properly remanded to the State court, it not being

one commenced against a corporation organized under a law of the United States.

Turning now from the character of the case and of the parties, was the proceeding one which was otherwise properly removed?

Under section 640, R. S., only a "suit" can be removed, and the whole suit must be removed.

Whether under that section the federal corporation entitled to remove must not be a sole defendant has never been settled by this court. It was decided in the affirmative in *Hazard* vs. *Durant*, 9 R. I., 362, and in the negative in *Fisk* vs. *Union Pacific R. R.*, 6 Blatch., 362.

In order to effect a removal it devolved upon the company to show a suit untried pending in a State court.

The court is asked to treat the *appeal* pending in the Jackson county court, as an original suit brought in that tribunal.

But, as a matter of fact, the cause (if the proceeding can be properly so-called), was tried by the Mayor, who possessed, under the act of Missouri for that purpose, all the powers of a circuit court, including the authority to make judgment and issue execution.

In the transcript filed by the plaintiff in error in the Circuit Court the proceedings are described as "Pleas and proceedings had by the City of Kansas,

APPENDIX.

AN ACT TO AMEND AND REVISE THE ACT INCORPORATING THE CITY OF KANSAS APPROVED FEBRUARY 22, 1853, AND TO REVISE AND REDUCE INTO ONE ACT ALL ACTS AND PARTS OF ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

ARTICLE VII.

OF OPENING STREETS AND CONDEMNATION OF PRIVATE PROPERTY FOR PUBLIC USE.

SECTION 1. Whenever the common council shall, by ordinance, provide for establishing, opening, widening, extending or altering any street, avenue, alley, wharf, market place or public square, or route for sewer, either on their own motion or on the petition of the major part of the ground fronting thereon, and it becomes necessary for that purpose to take private property described in such ordinance, just compensation shall be paid therefor to the owner or owners of such property, which the mayor shall cause to be ascertained and assessed by a jury of six disinterested freeholders of the city, by proceedings prescribed by ordinance and as in this act provided. The mayor shall have and exercise the power of a circuit court for conducting such proceedings; for the preservation of order, and enforcing process issued in the course of the proceedings, and may summon and compel the attendance of witnesses and jurors, and fine and commit any person guilty of misdemeanor or contempt; preside at the investigation; pass on the competency of evidence, and instruct the jury on questions of law arising. The city clerk shall issue process, and attend and record orders made by the mayor.

SEC. 2. When any ordinance provides for taking private property, as authorized in the preceding section, the common council shall, by ordinance, before any steps are taken to impanel a jury, determine and prescribe the limits within

which private property shall be deemed benefited by the proposed improvement, and be assessed and charged to pay compensation therefor; and thereupon the city engineer shall make out and deliver to the mayor a statement, by plat, map, or otherwise, containing a correct description of the several lots or parcels of private property to be taken, together with a correct description of the several lots or parcels of property deemed benefited and to be assessed to pay compensation, as provided by ordinance, as aforesaid, and containing also the names of the owners or claimants of such lots or parcels of property, or of any interest or estate therein, who may be such at the time of the passage of the ordinance providing for taking such private property. The mayor shall, thereupon, by order, appoint a day or place for impanelling a jury to ascertain the compensation for the property to be taken, and to make assessments to pay the same. The city clerk shall then issue a notice, under his hand and the seal of the city, which shall give the names of the owners of the property to be taken, and state that their property will be taken for the purpose specified in the ordinance, giving the title and date of approval thereof, and that a jury will be impanelled to ascertain the compensation therefor on the day and at the place fixed by the mayor. The city clerk shall also issue another notice, under his hand and the seal of the city, which shall give the names of the owners of the property to be assessed for compensation, and state that their property will be assessed to compensate for the taking of private property for the purpose specified in the ordinance, giving the title and date of approval thereof, and that a jury will be impanelled to make such assessment on the day and at the place fixed by the mayor. Each property owner shall be served with the notice in which the name of such owner is given, either by delivering to such owner a copy of the notice, or leaving such copy for such owner at the usual place of abode of such owner, with some member of the family of such owner, over the age of fifteen years (corporations to be served in like manner as with summons in ordinary civil actions), or if service cannot be made on all or any of the parties, as aforesaid, within the city limits, the return shall so state, and the return on such notice shall be *prima facie* evidence of all facts stated therein; whereupon a copy of the notice not fully served, or if necessary, an *alias* notice, specifying a different day to be fixed

by the mayor for impanelling a jury, shall be published for four weeks before the day fixed for impanelling the jury in the newspaper for the time doing the city printing. The mayor may continue the matter of impanelling a jury from time to time, and cause new notices to be issued or published for owners named by the engineer or others interested, until jurisdiction of the proper parties is obtained. An affidavit of any publisher of any notice, accompanied with a copy of the notice, shall be evidence of the fact of publication as therein stated. Service of the notices shall be made at least six days before the jury shall be impanelled; publication shall be sufficient if made for the four weeks next preceding the impanelling of the jury. It shall be sufficient to bring in the owners of property, who may be such at the date of the passage of the ordinance providing for the improvement, and all parties claiming or holding through or under such owners, or any of them, shall be bound by the proceedings without being brought in; in respect of any property affected by the proceedings through all or any of the parties claiming or holding through or under such owners, or any of them, may be joined on their own motion, or be brought in on order of the mayor.

SEC. 3. The jury shall first ascertain the actual damages done to each person or corporation in consequence of the taking of their property for such purposes, without reference to the proposed improvement, as the just compensation to be made therefor; and, second, to pay such compensation, assess against the city the account of benefit to the city and public generally, inclusive of benefit to any property of the city, and against the several lots and parcels of private property deemed benefited, as determined according to the last section, by the proposed improvement, the balance of such compensation; each lot or parcel of ground to be assessed with an account bearing the same ratio to such balance as the benefit to each lot or parcel bears to the whole benefit to all the private property assessed. Parties interested may submit proof to the jury, and the latter shall examine personally the property to be taken and assessed. The verdict of the jury shall be signed by each juror and delivered to the mayor, and contain a correct description of each lot or parcel of property to be taken, the names of the owners or claimants, and the value thereof; and also the amount assessed against the city, together with a correct description

of each lot or parcel of private property assessed, the amount assessed against the same, and the names of the owners thereof. The city engineer shall, when required by the mayor, aid the jury to put their verdict in proper form; and they shall not be discharged until the mayor is satisfied the verdict is correct in form. The mayor may adjourn the proceedings from time to time, until the matter be completed. If any jury cannot agree, the mayor may discharge them, and may proceed to impanel another jury to perform the duty devolving on a jury by this article; and no notice to parties interested shall be necessary beyond the order of the mayor, recorded by the clerk; but the order to impanel a new jury must be made and recorded on the day of discharging any jury, and fix the time and place for impanelling a new jury, or nothing further shall be done under the ordinance. No compensation shall be made to any property owner who petitions for proceedings under this article.

SEC. 4. When any one or more of the owners of property which it may be necessary to take for public use in the opening, widening or extending of any street, alley, avenue, wharf, park or route for sewer, by virtue of any ordinance of the City of Kansas opening any such street, alley, avenue, wharf, park or route for sewer, shall propose to relinquish such property without claim or damages, on condition of exemption from payment of benefits for such improvements, or upon other conditions, the mayor may be authorized to compromise or agree with such persons, and to remit, abate and exempt from the payment of damages, on condition of benefits wholly or partly, as equity may seem to require, and proceed to condemn such other property as may not be relinquished for the purpose, and to assess the damages and benefits therefor, to and upon such other persons as may be damaged or benefited by such improvements, and report his proceedings to the common council, anything contained in this act to the contrary notwithstanding.

SEC. 5. The mayor shall, after the rendition of the verdict, report the same, together with the proceedings under the last section, to the common council; and if the same be not confirmed within sixty days from the making of such report, the proceedings and verdict shall be void, and new proceedings may be instituted at any time after the expiration of eight months from the making of such report. If the common council, by ordinance, confirm the verdict and

proceedings under the two preceding sections, within sixty days from the report of the mayor, an appropriation shall be made to pay such sum as has been assessed against the city; and the amounts assessed by the jury against property shall be a lien on the several lots and parcels of property, charged from the day the ordinance providing for the improvement takes effect until paid, and if not paid within ten days after the confirmation, shall bear interest at the rate of fifteen per cent. per annum from confirmation of the verdict, and shall be collected by the city as provided by ordinance, by suit or otherwise, as any other special taxes, or by special execution as follows, viz.: A special tax bill may be issued by the city clerk, under his hand and the seal of the city, against any lot or parcel of property assessed; which bill shall contain a description of such lot or parcel of property, the names of the owners thereof, and the amount assessed against the same, as appears by the verdict, and state that the assessment has been made to pay compensation for private property taken for the purpose specified in the ordinance providing for the improvement, giving the title and date of approval thereof, and that such assessment has been confirmed by ordinance, giving the title and date of approval of same; and the amount of such assessment shall bear interest as herein provided. Each tax bill so issued shall be filed in the office of the clerk of the circuit court of Jackson county, at the City of Kansas, and by such clerk recorded and indexed as a judgment in favor of the city against the property described in the bill. At any time after the filing and record of any such tax bill as aforesaid a special execution may be issued thereon out of the said circuit court, in vacation or term time, as on a judgment of the court in favor of the city; which execution shall recite the tax bill, or the record thereof, and state when the bill was filed, and be directed to the sheriff of Jackson county, and command him, in case the assessment, interest and costs be not paid to him, to sell the property therein described, or so much thereof as may be necessary to pay such assessment, interest and cost. The proceedings under such special execution shall, as far as practicable, conform to the proceedings on special executions on ordinary judgments foreclosing liens on land. Any sale, including the making of a deed by the sheriff to the purchaser, made as aforesaid, shall vest in the purchaser all the right, title, interest and

estate in the land of the parties named as owners in the tax bill, who have not paid their share of the assessment; and all parties claiming through or under them, or any of them, by operation of the law or otherwise, subsequent to the passage of such ordinance, shall be bound thereby. Tax bills filed and recorded as aforesaid shall be subject to the order of the court, and may be set aside, or the amount of assessment reduced, on motion of any party interested in the property assessed; the city having reasonable notice of the filing of such motion and the object thereof. If no title can be acquired under the proceedings to any of the property sought to be taken, the court shall set aside any bill and assessment, on motion. If, by reason of any defect or omission in the proceedings, the city cannot acquire title or right to any particular parcel of property, or to any interest to any parcel of property sought to be taken, the court shall, on the fact being made to appear, reduce the assessment by deducting therefrom so much thereof as was assessed on account of the property, or interest in the property sought to be taken but not acquired, to be determined, as far as practicable, from the verdict of the jury making the assessment, and award execution for the residue. No assessment shall be affected or interfered with for the reason that any other assessment or assessments made in the same proceedings may be invalid in whole or in part. Executions and proceedings thereon shall be under the control of the court or judge, as in ordinary civil cases. The owner of any undivided interest in any lot or parcel of property assessed may pay his share separately. No sale on execution on any special tax bill shall be effected or invalidated because there may have been ground to set aside or reduce the bill. In case of the death of any property owner, pending any proceedings under this article, it shall not be necessary to bring in his representative or revive against them, though it may be done if deemed advisable. The city may resort to all or any of the modes of collecting such assessments at the same time, but shall have only one satisfaction. Money collected on such assessments shall be used only to pay such compensation, and interested [interest] collected shall be apportioned and paid equitably to the owners of the property taken.

SEC. 6. In case the city, or any defendant to such proceedings, shall feel aggrieved by the verdict of the jury,

such party so aggrieved may, within twenty days from the time the verdict of the jury is confirmed by the common council, appeal to the circuit court in and for the county of Jackson in this State. If the appeal is taken by either party, the same shall be taken and perfected by the filing with the clerk of the city, within the time aforesaid, such an affidavit as is required by law, in appealing from the judgment of a justice of the peace. If any appeal is so taken, the clerk of the said city shall, within six days from the taking of such appeal, file a complete transcript of the proceedings, and all papers filed and used in the trial, certified by him, with the clerk of the circuit court; and said circuit court shall thereupon become possessed of the cause, and said cause, unless dismissed, shall be tried *de novo* in said court, and the parties thereto shall have a speedy trial thereof, and to that end said causes shall have precedence over all other causes, and if necessary to a full determination of any question arising in the said cause, the circuit court shall have power to make and bring in other parties to such proceedings, on service of notice upon them for six days, or by publishing a notice to them for the same length of time, in any daily newspaper printed in said City of Kansas; and the parties so made by either kind of notice, and all persons claiming under them, shall be bound by such proceedings; and if such appeal is taken within twenty days preceding any term of the circuit court in said city, it shall stand for trial at such term; and if appealed during the sitting of such court, the case shall be immediately docketed upon the filing of the transcript, and stand for trial, and shall at the same term and shall always stand for trial, and shall not in any case be continued to any succeeding term, but for good cause may be postponed from week to week, in the discretion of the circuit judge; and the said circuit court shall always be open for the trials of appeals in such cases, and the judge of said circuit court shall have power, and it shall be his duty to hold a sitting of his court for the speedy trial thereof, at the courthouse in said city, at any time in vacation, and summon a jury before him (unless a jury is waived) for the trial of such appeals, only such trials to be had in all respects, and subject to the same rules and the same law as other trials had in the circuit court, and the same record thereof made and kept. The verdict of the jury, or the finding of the circuit judge sitting as a jury, as

the case may be, shall conform in all respects to the requirements of section three of this act for the government of the jury making the first assessment, and the verdict shall have the same force and effect as is provided in regard to said first verdict, and shall be binding on the parties; and the assessments against private property shall be paid in the same time, and until paid bear the same rate of interest as is above provided; and the amount assessed by the jury against property shall be a lien on the several parcels of property, charged from the day the ordinance for the improvement takes effect, until paid; and if such assessments are not paid within ten days from the filing of the verdict of the jury, a special execution shall issue against the several lots or parcels of land against which assessments for benefits are so made, which execution shall specify and show a description of the lot, the owner thereof, and the amount assessed against the same, as shown by the verdict of the jury, and state that the assessment has been made to pay compensation for private property taken for the purposes specified in the ordinance providing for the improvement, and be directed to the sheriff of Jackson county, and commanding him, in case said assessment, interest and costs be not paid to him, to sell the property therein described, or so much thereof as may be necessary to pay such assessment, interest and cost. The proceedings under said execution making a deed to the purchaser shall conform to ordinary proceedings on special executions issuing out of said court in ordinary cases; and the said proceedings, sale and deed, shall have the same effect and force as is stated in section five of this act. Said execution shall issue in favor of said city, and when paid, the money shall be held by said city as a special fund for the payment of the damages assessed for property taken under said proceedings. On appeal under this section the jury shall consist of six men, freeholders of the city, and be chosen by the judge; and any finding or verdict in that court shall, unless set aside for good cause, be confirmed, and judgment entered thereon, that the city have and hold the property sought to be taken for the purposes specified in the ordinance providing for the improvement, and pay therefor the amount assessed against the city, and full compensation assessed therefor, and that the several lots and parcels of private property assessed to pay compensation by the verdict or finding stand charged and be bound

respectively for the payment of assessments, with interest, as provided in this act, and such judgment shall be enforced by special execution to collect assessments as aforesaid, without special tax bills, and the court or judge may, by execution or otherwise, put the city in possession of the property taken, or any part thereof, the full compensation therefor being paid or tendered. Appeals shall be taken to said circuit court at Kansas City, and the court shall tax and charge costs in appeals according to equity.

SEC. 7. The city shall not be entitled to the possession of any lot or parcel of property taken until full payment of the compensation therefor be made or tendered; but if title to any property taken be in controversy, nothing shall be paid therefor until the right to the compensation be determined by a court of competent jurisdiction, in a suit between the parties claiming the same, in which none of the cost of the litigation shall be borne by the city, unless the city be one of the claimants; and during such controversy the money shall remain in the city treasury, and pending such litigation the city may, after having in the city treasury the compensation to be paid for the property, with leave of the court in which the action may be pending, or judge of such court in vacation, by order made in the action, take possession of the property, bringing the money into court, if required, and the court or judge may enforce such order by execution or otherwise.

SEC. 8. As soon as practicable after the confirmation of any verdict by the common council, the city clerk shall make full record, in a book provided for the purpose, of such proceedings, which record shall contain correct copies of all ordinances constituting part of the proceedings, the notices to the parties to the proceedings and returns thereon; all notices published and the proof thereof; all orders by the mayor; the names of the jurors and when impaneled, and the verdict of the jury, and such other documents and matter as the ordinances of the city may require. The mayor shall examine such final record of such proceedings, and, if it be correct, sign the same; and thereafter such record or copy thereof, certified by the city clerk, under his hand and the seal of the city, shall be competent evidence in all courts of this State of the facts stated therein. The original papers shall be carefully preserved by the city clerk. The city shall pay all costs of proceedings to take private property,

except costs of proceedings to collect assessments, which shall be taxed and paid as costs in ordinary cases. If the city fail to collect any assessment in whole or in part, it may pay the amount so not collected out of the city treasury.

SEC. 9. It shall not be lawful for any person or persons to make or file any plat of land as an addition to the City of Kansas, or to subdivide or alter any blocks, lots or other subdivisions of land of which plats have never been filed, or to sell any lots, blocks or other subdivions of land according to such plat, unless such plat shall have been submitted to the common council for their approval, and a certificate of such approval has been indorsed thereon by the city clerk, by order of the common council, to be recorded therewith. Any person or persons who shall file or cause to be filed or recorded any such plat, or shall sell or offer for sale any lots or other subdivisions of land hereafter made, before such plat shall have been so approved and the certificate thereof recorded, shall be liable to the penalties prescribed in section seven of article three of chapter one hundred and thirty-four (134) of the general statutes of the State.

SEC. 10. Service of any notice or process required by this article to be given may be made by any policeman of the city, or any constable or other officer authorized to serve and return notices; and any return of service by a policeman or other officer shall be evidence of the facts therein stated. Laws Mo 1875 p 244

AN ACT RELATING TO THE UNION PACIFIC RAILWAY, EASTERN DIVISION.

Approved February 2, 1865—Laws 1865, p. 110.

The Union Pacific Railway Company, eastern division, is hereby authorized to acquire and own real estate, lands, lots, and also their right of way for their road and switches, from the western line of the State of Missouri, in Jackson County, to the Missouri river at some point within the limits of the city of Kansas, and to have depots; also, to make arrangements with the Pacific Railroad of Missouri for a Union depot within said city of Kansas, and for using their road by laying on same a third rail.

Sec. 2. Said Union Pacific Railway Company, eastern division, shall have the right for the purposes mentioned in section one of this act, to condemn private property on the same

terms and in the same manner as is provided for by law for the railroads in Missouri.

Sec. 3. Said Union Pacific Railroad Company, eastern division, shall pay no other taxes in Missouri than on their real estate they may acquire in the State.

Laws Mo., 1875, p. 110.

AN ACT RELATING TO RAILROAD COMPANIES.

SECTION 1. Any railroad company now organized, or which shall hereafter organize under the laws of Kansas, may, at any meeting regularly called of all the stockholders thereof, by vote of persons holding a majority of the stock of such company, unite or consolidate it with any other company or companies now organized, or which may be hereafter organized under the laws of the United States or of any State or Territory, by the consent of the company with which it may so consolidate and unite, and such company or companies with which it shall so unite or consolidate may hold, use, and enjoy all the rights and privileges conferred by the laws of Kansas on the company or companies so uniting or consolidating with it, and shall be liable for all the debts and own all the property and franchises of such company or companies: *Provided*, That any companies thus united for the purpose of the construction of a railroad and branches thereof from the western boundary of the State of Missouri to the Pacific ocean, shall, upon equal terms, have the right to run through cars upon said Pacific railroad as far and as fast as the same is completed, from the points on the Missouri River from which said roads or branches shall start, or where such roads or branches shall cross said river, and that said roads or branches shall have the right to connect with said Pacific Railroad at such points as may be determined by the respective roads or branches; and that such roads or branches shall share equally in the proceeds of any public lands which may be hereafter ceded or granted by any treaty with any Indian tribe, or by any act of Congress, to aid in the construction of any or all such roads; but this amendment shall not apply to the lands already by treaty ceded by the Potawotomie Indians, by treaty now pending in the United States Senate. Such proceeds to be applied in proportion to the length of the line of

each road from the respective points on the Missouri River, where such roads shall start or cross the same, to the points of connection; and that such branches shall have the right to transport passengers and freight upon through cars or otherwise upon equal terms and to enjoy equal facilities in respect to contracts for freight or passage on such Pacific railroad in every respect.

SEC. 2. Any railroad company now organized, or which may hereafter organize, under the laws of the State or Territory of Kansas, shall have the right to construct and operate along its proposed route a line of telegraph as soon as the work of construction of such road shall have been commenced, with all the rights, privileges and franchises given to any telegraph company under any law of the State or the Territory of Kansas.

SEC. 3. Any such railroad company, by vote of persons owning a majority of its stock, at any meeting regularly called of all the stockholders of such company, may change its corporate name or the number of its directors, at pleasure; and may, in like manner, make valid and effectual any acts done in good faith, and may cause to be done any acts omitted affecting the organization or affairs of such company or the continuance of its charter, though such acts may have been done or omitted contrary to the regulations of such company or the requirements of law: *Provided*, the time given by law to such railroad company within which to commence the construction of its road shall not be hereby extended.

SEC. 4. Any railroad company now organized under the laws of the State or Territory of Kansas may extend their road, and construct the same still further in the same general direction, under the same restrictions now embodied in their charters, and may increase their capital at the rate of $15,000 per mile for every mile so constructed.

SEC. 5. Any railroad company now organized under the laws of the State or Territory of Kansas may receive subscriptions to the capital stock of their road in land, lots, houses, or any personal property, at such valuations as may be agreed upon with the party or parties; and the company may sell, mortgage or pledge such real and personal property to raise money or materials for constructing, equipping or operating said road.